



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, August 22, 2018 6:00 pm

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

PUBLIC NOTICE

The public hearing continued from the July 25, 2018 City Council Meeting regarding:

ZA2018-0003: AN ORDINANCE AMENDING THE COMPETITION MANUAL FOR THE RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCS) AND ESTABLISHING THE AVAILABLE ALLOTMENTS FOR THE 2018 COMPETITION YEAR

Will be continued from August 22, 2018 to the September 5, 2018 City Council Meeting.

SPECIAL/REGULAR MEETING

(6:00 P.M. Closed Session/ 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 a closed session.

SPECIAL MEETING

6:00 P.M.

CALL TO ORDER

(Mayor Tate)

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2
(Minutes Clerk Gonzalez)

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR:

Authority:	Pursuant to Government Code Section 54957.6
City Negotiators	Christina Turner, City Manager; Cindy Murphy, Assistant City Manager for Administrative Services; Michelle Katsuyoshi, Human Resources Director; Edward Kreisberg, Meyers Nave
Employee Organization:	Morgan Hill Police Officers Association Employees Covered under Management Resolution #17-042 AFSCME Local 101 Morgan Hill Community Service Officers Association

RECONVENE

REGULAR MEETING

7:00 P.M.

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

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Mayor Pro Tem Constantine

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PROCLAMATION

Proclaiming the week of August 20-26, 2018 as Women's Equality Week

PUBLIC COMMENT

Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. (See additional noticing at the end of this agenda)

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

1. ACCEPTANCE OF DOWNTOWN PARKS PROJECT

Recommendation:

1. Accept as complete, the Downtown Parks Project, in the final amount of \$5,413,872;
2. Authorize the City Engineer to sign the attached Notice of Completion; and
3. Direct the City Clerk to file the said Notice of Completion with the County Recorder's Office.

2. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS – ESPERANZA - TRACT NO. 10277

Recommendation:

1. Accept the Subdivision Public Improvements for Esperanza – Tract No. 10277;
2. Authorize the City Engineer to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

3. ADOPT RESOLUTION DELEGATING AUTHORITY TO THE CITY MANAGER TO MAKE AND CERTIFY DETERMINATIONS OF INDUSTRIAL DISABILITY TO THE CALIFORNIA EMPLOYEES' RETIREMENT SYSTEM.

Recommendation:

Adopt resolution to delegate authority to the City Manager to make and certify determinations of industrial disability to the California Public Employees' Retirement System (CalPERS).

4. APPROVE PROPERTY CONVEYANCE AGREEMENT WITH SANTA CLARA COUNTY FOR HALE AVENUE EXTENSION PROJECT

Recommendation:

1. Adopt resolution approving the conveyance of portions of properties from APN 767-06-034 and 767-06-035 from the County of Santa Clara to the City of Morgan Hill for the Hale Avenue Extension Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

5. APPROVAL OF IMPROVEMENT AGREEMENT AND STORMWATER BEST-MANAGEMENT-PRACTICES OPERATION AND MAINTENANCE AGREEMENT WITH UHC 00661 MORGAN HILL, L.P.

Recommendation:

1. Approve an Improvement Agreement with UHC 00661 Morgan Hill, L.P.;
2. Authorize the City Manager to execute the Improvement Agreement;
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 Improvement Agreement and the Stormwater BMP Operation and Maintenance Agreement.

6. APPROVE AGREEMENT ACCEPTING SELECTIVE TRAFFIC ENFORCEMENT GRANT

Recommendation:

Adopt resolution to:

1. Authorize the City Manager to execute an Agreement with the California State Office of Traffic Safety accepting grant funds from the Selective Traffic Enforcement Grant Program in the amount of \$43,000; and
2. Amend the FY 18-19 general fund budget to recognize grant revenue and appropriate \$43,000 in expenditures.

7. APPROVAL OF RECLASSIFICATIONS OF POSITIONS, TITLE CHANGE, AND SALARY SCHEDULE

Recommendation:

1. Approve reclassification of Community Services Director to Public Services Director and salary range for Public Services Director;
2. Approve reclassification of Community Services Coordinator to Community Services Supervisor;
3. Approve re-title of the flexibly-staffed classifications of Engineering Aide I/II to Engineering Technician I/II; and
4. Approve Elected Officials and City Council Appointed Positions Salary Schedule.

8. RATIFY AGREEMENT WITH COUNTY OF SANTA CLARA (SAN MARTIN ANIMAL SHELTER) FOR ANIMAL SERVICES

Recommendation:

Ratify the three-year agreement, for a total of \$92,727, with Santa Clara County Animal Shelter (San Martin), for the housing and medical treatment of stray animals.

9. APPROVE FUNDS FOR TEMPORARY EMERGENCY HOTEL STAYS FOR THOSE AT-RISK OF HOMELESSNESS AS A RESULT OF BEING DISPLACED

Recommendation:

Approve the use of housing funds (maximum \$7,000) to be used for a 3-day emergency hotel stay, in the event that a household receives a notice of violation or "red tag" from City code enforcement, resulting in a temporary and immediate homeless situation.

10. APPROVE AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS

Recommendation:

Approve agreement with EV Connect, Inc. to install and administer electric vehicle charging stations at the Centennial Recreation Center and the John Moreno Police Facility, and authorize the City Manager to execute the agreement.

11. REJECTION OF BIDS FOR THE LIBRARY EXPANSION PROJECT

Recommendation:

Reject bids for the Library Expansion Project.

12. ANNUAL EVALUATION REPORT FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) FOR FISCAL YEAR 2017-18 (YEAR 3)

Recommendation:

Accept the Annual Evaluation Report for FY 2017-18 (Year 3) of the 2015 Santa Clara County Multi-Jurisdictional Program for Public Information (PPI).

13. ANNUAL REPORTS OF ACTIVITIES BY NONPROFIT PARTNER ORGANIZATIONS

Recommendation:

Receive annual reports from City partner organizations.

14. APPROVE UPDATE TO THE LEADERSHIP MORGAN HILL UTILITY BOX ART PROJECT

Recommendation:

Approve proposed additional artwork and new locations for the Leadership Morgan Hill Class of 2018 Utility Box Art Project.

15. APPROVE CITY POSITION ON PENDING LEGISLATION SB 794 (FIREWORKS)

Recommendation:

Receive legislative correspondence.

PUBLIC HEARING

**16. APPEAL (AAE2018-0010) OF PLANNING COMMISSION'S DECISION ON
CONDITIONAL USE PERMIT (UP2017-0015) FOR A DRIVE-THROUGH, SELF-SERVICE,
AUTOMATED CAR WASH ON PROPERTY IDENTIFIED BY ASSESSOR PARCEL
NUMBER 817-29-027 LOCATED ON THE SOUTHWEST CORNER OF CAPUTO DRIVE
AND TENNANT AVENUE**

Recommendation:

1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal and reaffirming the decision of the Planning Commission to approve the project subject to Conditions of Approval.

Estimated Time: 30 Minutes

OTHER BUSINESS

17. APPROVE RESPONSE TO GRAND JURY REPORT - AFFORDABLE HOUSING

Recommendation:

Authorize the City Manager to file the Response to the Civil Grand Jury Report, "Affordable Housing Crisis *Density is our Destiny*", with the Presiding Judge of the Santa Clara County Superior Court.

Estimated Time: 30 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email 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: August 22, 2018

PREPARED BY: Yat Cho, Senior Project Manager

APPROVED BY: City Manager

ACCEPTANCE OF DOWNTOWN PARKS PROJECT

RECOMMENDATION(S)

1. Accept as complete, the Downtown Parks Project, in the final amount of \$5,413,872;
2. Authorize the City Engineer to sign the attached Notice of Completion; and
3. Direct the City Clerk to file the said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment
Supporting Our Youth
Seniors
and Entire Community

2018 Strategic Priorities

Infrastructure

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan

REPORT NARRATIVE:

On February 15, 2017, City Council awarded the construction contract for the Downtown Parks Project to Suarez and Munoz Construction, Inc. in the amount of \$5,030,000 with an authorized contingency of \$503,000. The project scope included the construction of three park areas with a variety of amenities in the downtown. Together, these three parks provide a comprehensive park experience for both visitors and residents.

"Railroad Park" was constructed as an active park with play equipment designed for younger children and families and is located at the southeast corner of Depot Street and Third Street. "Third Street Creek Park" was constructed to provide natural features in the area, connectivity between West Second Street and West Third Street using the "Rotary Bridge" and access to the "Nob Hill Trail Park." Finally, the "Nob Hill Trail Park" was constructed to connect West Third Street to West Fifth Street at Del Monte Avenue via a walking path and provide locations for par-course equipment and the "Rotary Slide." Additionally, the Downtown Parks project included a mural for both the restroom and the sound wall at "Railroad Park," as well as a bronze fox sculpture at the "Third Street Creek Park."

The Downtown Parks project began on April 17, 2017, and the project was substantially completed by December 20, 2017. During construction, six change orders were authorized totaling \$383,872 due to project changes. The final construction project with Suarez and Munoz Construction, Inc. is \$5,413,872.

This project included the donation from the Rotary Club for the “Rotary Slide” and “Rotary Bridge” (\$100,000). The project also received funding from the State Housing Related Parks Program Grant (\$2,102,820), and Tire Derived Product Grant (\$12,610).

Staff recommends the acceptance of this project as it is completed in accordance to plans and specifications.

COMMUNITY ENGAGEMENT: Inform, Involve

In the development phase of the project, staff made efforts to inform the overall Morgan Hill Community, Downtown businesses, and nearby residents. The outreach is as noted below:

- May 1, 2014 public meeting on parks and trails
- November 13, 2014 Downtown business meeting on parks and trails
- November 13, 2014 public meeting on Downtown parks and trails
- Four separate meetings with Downtown residents on 3rd Street
- Three meetings with Parks and Recreation Commission (PRC) Subcommittee and City staff with design consultants
- Multiple one on one meetings with individuals and business owners
- November 18, 2014 PRC review of community input
- May 7, 2015 meeting to review concept designs by Downtown residents
- May 14, 2015 public meeting to review concept designs
- May 19, 2015 review of concept designs by the PRC
- June 23, 2015 review of concept designs by the Planning Commission
- June 14, 2016 open house for review of final designs by the public
- June 21, 2016 review of final designs by the PRC

In addition to the above, City staff has met with groups of Downtown residents and a sub-committee of the PRC on numerous occasions.

Prior to and during the construction phase of the project, notifications and updates were provided to both residents and nearby businesses. Regular weekly updates were also provided on the City website.

An opening was held on December 2, 2017 to officially open the parks.

ALTERNATIVE ACTIONS:

No alternative actions are recommended. 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:

June 16, 2014 – The City Council authorized the City Manager to enter into a consultant agreement with Joni Janecki & Associates for concept design for the Downtown parks and trails.

May 19, 2015 – The PRC provided input on the concept designs and recommended Council approval, with a public restroom located at the “Depot Park.”

June 23, 2015 – The Planning Commission provided input on the concept designs.

October 21, 2015 – The City Council approved concept designs.

February 3, 2016 – The City Council received an update on the project scope, and approved an agreement with Verde Design, Inc. to develop final designs and construction documents for the Downtown parks.

August 2, 2016 – The Library, Culture, and Arts Commission recommended the City Council include funding for Public Art for this project.

September 21, 2016 – The City Council approved the project scope and designs. Additionally, the Council approved the purchase of two properties from the Santa Clara Valley Water District.

December 7, 2016 – The City Council adopted a mitigated negative declaration for the “Downtown Creek Park.”

February 15, 2017 – The City Council Awarded the Downtown Parks Project.

May 17, 2017 – The City Council approved the Downtown Parks’ Names.

August 23, 2017 – The City Council approved the Downtown Park bronze fox art sculpture.

September 17, 2017 – The City Council approved the proposal for the Railroad Park Sound Wall Mural and Restroom located at Railroad Park.

September 27, 2017 – The City accepted the Rotary Donation for Downtown Parks

FISCAL AND RESOURCE IMPACT:

The final contract amount for the Downtown Parks Project is \$5,413,872. The project was awarded to Suarez and Munoz Construction, Inc. in the amount of \$5,030,000 with an authorized 10% construction contingency of \$503,000 (total of \$5,533,000).

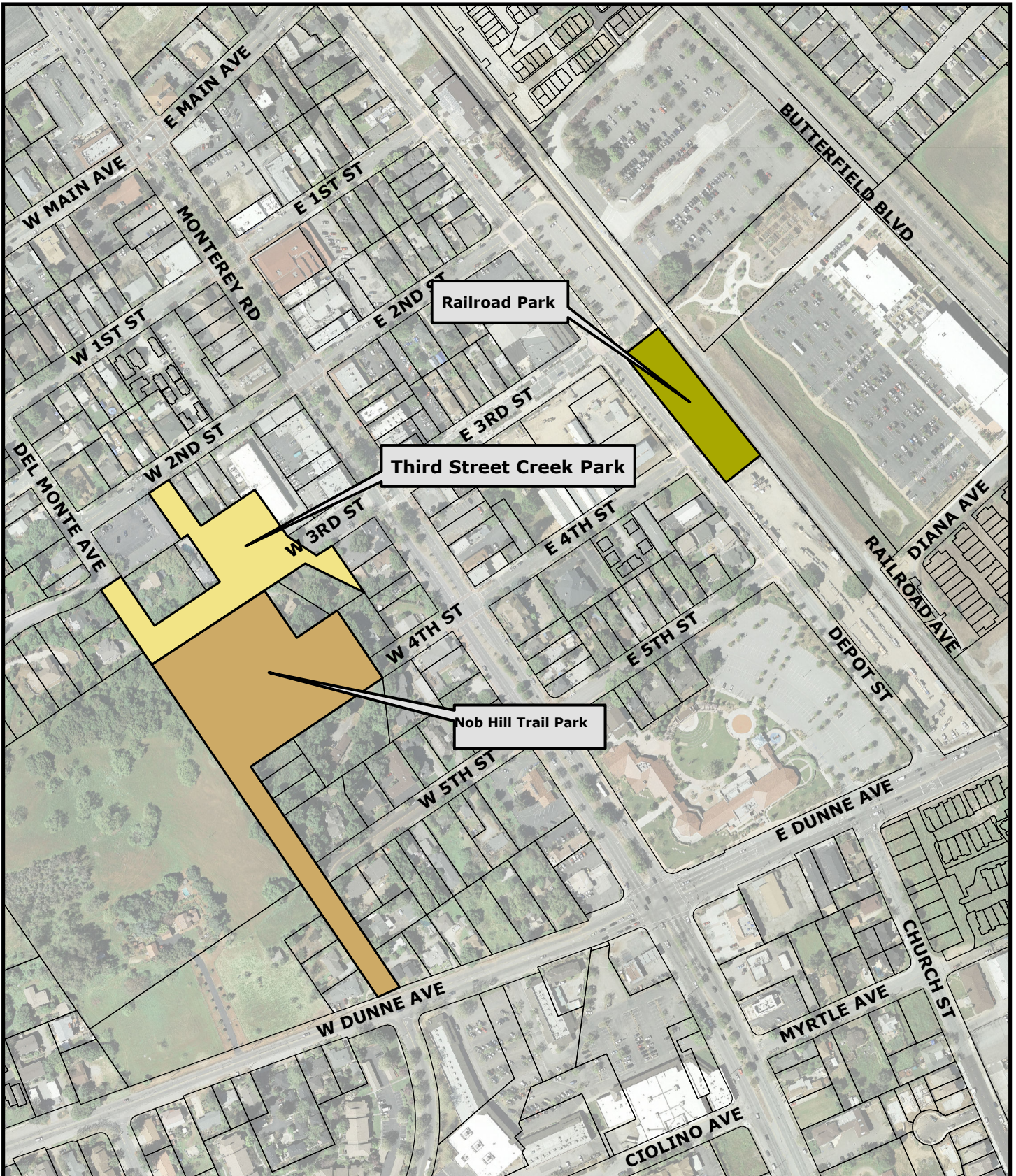
The balance of \$119,128 will be returned to the Park Impact Fund (301).

CEQA (California Environmental Quality Act):

The “Railroad Park” and “Nob Hill Trail Park” were declared categorically exempt from the provisions of the CEQA per Section 15332 of the Public Resource Code. For the “Third Street Creek Park,” an initial study was conducted, and a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) were adopted to meet CEQA requirements.

LINKS/ATTACHMENTS:

1. Project Location Map Downtown Parks Project
2. Accept CIP Project-Change Order Closeout
3. Notice of Completion



Attachment: Project Location Map Downtown Parks Project (1888 : Acceptance of Downtown Parks Project)



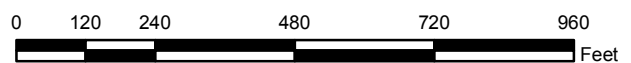
CITY OF MORGAN HILL

Department of Public Works
Engineering and Utilities Division

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SITE MAP

Downtown Parks Project



CIP Contract Acceptance Funding Closeout Statement

Project:	Downtown Parks Project		
Project No:	135013		
Date of Project Award:	Project Award Amount:		\$5,030,000
Funding Source:	Contingency Authorized:		\$503,000
Date of Project Acceptance:	Total Authorized:		\$5,533,000
	Actual Base Contract Spent:		\$5,413,872

Change Orders				
	Description	Date	Council Approval Req'd? (Y/N)	
C.O. #1:	Add Muralist to Construction Contract	15-Jul-17	n	\$19,690
C.O. #2:	Design Changes to Slide Piers at Hilltop Trail Park	1-Aug-17	n	\$53,735
C.O. #3:	Paving Changes to the Downtown Parks Project	Various	n	\$123,449
C.O. #4:	Relocate Water Main at West Third Street	12-Sep-17	n	\$90,291
C.O. #5:	Miscellaneous Change Orders	Various	n	\$65,878
C.O. #6:	Modify Slide at Hilltop Trail Park	22-Apr-18	n	\$30,829
				\$383,872

Attachment: Accept CIP Project-Change Order Closeout (1888 : Acceptance of Downtown Parks Project)

Additional Appropriations		
Source	Amount	Date
None		

		Total Construction Amount (Base Contract plus CO's):	\$5,413,872
Construction Fund Balance:	\$119,128		

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 March 17, 2017, the City of Morgan Hill, a Municipal Corporation, entered to a contract with Suarez & Munoz Construction, Inc. for the Downtown Parks Project located in Downtown Morgan Hill.
- 2) The owner of said property is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037, and is the owner of said property in fee simple.
- 3) The contractor is Suarez & Munoz Construction, Inc. located at 2490 American Avenue Hayward, CA 94545
- 4) The surety is Developers Surety and Indemnity Company.
- 5) The project was completed on December 20, 2017 and accepted by the City Council of the City of Morgan Hill on August 22, 2018.

CITY OF MORGAN HILL, a Municipal Corporation

By _____
Scott Creer - City Engineer

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

Executed on _____, at Morgan Hill, California.

Scott Creer – City Engineer

Attachment: Notice of Completion (1888 : Acceptance of Downtown Parks Project)



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS – ESPERANZA - TRACT NO. 10277

RECOMMENDATION(S)

1. Accept the Subdivision Public Improvements for Esperanza – Tract No. 10277;
2. Authorize the City Engineer to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

2018 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

Esperanza - Tract 10277 is a 52-lot subdivision located on the north side of Diana Avenue and east of Grand Prix Way (see attached site map). The subdivision improvements have been completed in accordance with the requirements of the Subdivision Improvements Agreement between the City of Morgan Hill and VD Morgan Hill 52, LLC dated March 5th, 2015, and as specifically set forth in the plans and specifications approved by the City.

As of June 30, 2018, the total length of streets previously accepted by the City is 127.31 miles.

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

Street	Street Lengths
Cayman Street	0.05 mi
Corsica Way	0.11 mi
Dakota Drive	0.03 mi
Julian Way	0.25 mi
Total	0.44 mi

The value of the public improvements (including streets and other infrastructure) being accepted is \$2,490,368.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the project acceptance.

ALTERNATIVE ACTIONS: Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council approved the Final Map, and Subdivision Improvements Agreement for Esperanza – Tract No. 10277, on February 18, 2015.

FISCAL AND RESOURCE IMPACT:

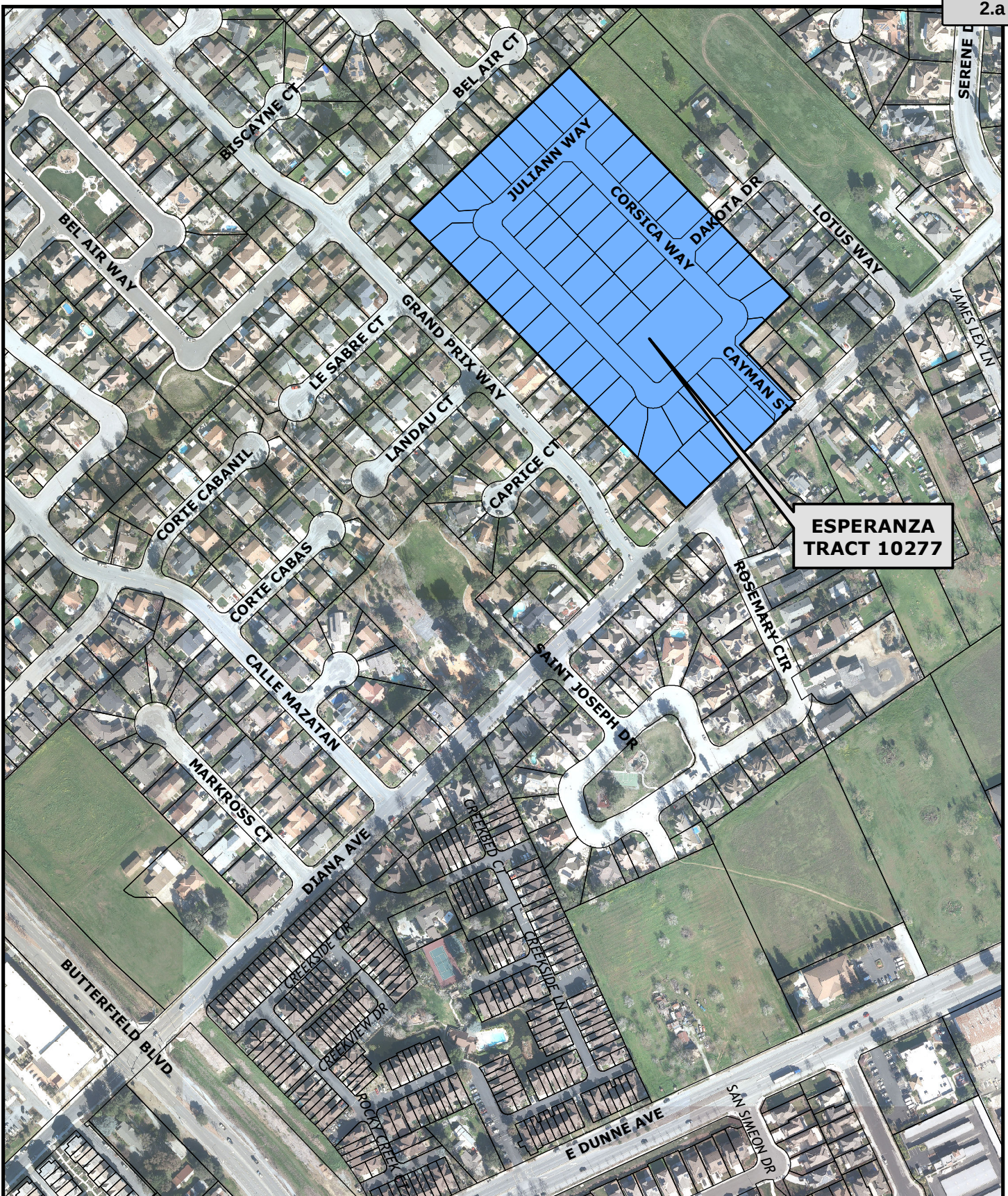
Staff time for this project was paid by the developer's land development fees.

CEQA (California Environmental Quality Act):

Mitigated Negative Declaration was adopted on September 17, 2014.

LINKS/ATTACHMENTS:

1. Site Map
2. Notice of Completion



**ESPERANZA
TRACT 10277**

Attachment: Site Map (1854 : ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS - ESPERANZA - TRACT NO. 10277)



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

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SITE MAP ESPERANZA - TRACT 10277



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 Feet

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 **March 5, 2015**, the City of Morgan Hill, a Municipal Corporation, entered into a contract with **VD MORGAN HILL 52, LLC** for the **ESPERANZA – TRACT NO. 10277** subdivision project located on north side of Diana Avenue, Morgan Hill, California.
- 2) The owner of the subdivision public improvements is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037
- 3) The contractor is **VD MORGAN HILL 52, LL.**
- 4) The surety is **American Contractors Indemnity Company.**
- 5) The project was completed on **June 25, 2018** and accepted by the City Council of the City of Morgan Hill on **August 22, 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 (1854 : ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS – ESPERANZA - TRACT NO. 10277)



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

ADOPT RESOLUTION DELEGATING AUTHORITY TO THE CITY MANAGER TO MAKE AND CERTIFY DETERMINATIONS OF INDUSTRIAL DISABILITY TO THE CALIFORNIA EMPLOYEES' RETIREMENT SYSTEM.

RECOMMENDATION(S)

Adopt resolution to delegate authority to the City Manager to make and certify determinations of industrial disability to the California Public Employees' Retirement System (CalPERS).

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

POLICY CONSIDERATIONS:

The City is required to make and certify determinations of industrial disability, on the basis of competent medical opinion, under the City's contractual obligation with CalPERS.

REPORT NARRATIVE:

CalPERS recently notified the City of Morgan Hill that CalPERS does not have an approved City of Morgan Hill "Resolution of Delegation of Authority" signed by the Mayor who CalPERS states is the "highest authority" of the City Council on file. In order to process industrial disability applications for local safety members, CalPERS is requiring the City to provide CalPERS with an updated resolution signed by the Mayor.

The Morgan Hill City Council adopted Resolution No. 5430 on October 4, 2000 authorizing processing of industrial disability applications for local safety members. This resolution outlines the administrative procedures for the industrial disability retirement process of local safety employees of CalPERS. As authorized by Government Code Section 21034 and the resolution, the City Council has delegated to the City Manager the authority to make a determination for public safety employees whether the employee is disabled and if it was caused by a work-related injury for the purposes of CalPERS.

Although CalPERS has accepted and allowed the City to use Resolution No. 5430 since 2000, CalPERS is now stating that because the signature on the resolution was the

current Morgan Hill City Clerk at the time, and not the Mayor who CalPERS states should be the “highest authority” of the City Council, CalPERS is now requiring an updated resolution signed by the current Mayor.

Staff has consulted with our City Attorney on this matter, and he states that the highest authority is the City Council as a body and no single member of the City Council (including the Mayor) has any higher authority than another. Furthermore, under Government Code Section 40801, the City Clerk is responsible for documenting the actions of the City Council and under Section 40814 it is the City Clerk’s responsibility to certify the accuracy of the record of City Council actions, including resolutions. At this time, CalPERS had not provided the City with any source document (i.e., Government Code, Code of Regulations, CalPERS Circular Letter, etc.) that requires Resolutions to be signed by the Mayor, but in an effort for the City to continue to delegate the authority to the City Manager to make and certify determinations of industrial disability, on the basis of competent medical opinion, under the City’s contractual obligation with CalPERS, it is necessary to comply with CalPERS request that a new Resolution be signed by the Mayor.

COMMUNITY ENGAGEMENT: Inform

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

As stated above, the City Council approved Resolution No. 5430 on October 4, 2000, which delegated authority to the City Manager to make and certify determinations of industrial disability, on the basis of competent medical opinion.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact to adopting the resolution.

CEQA (California Environmental Quality Act):

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

LINKS/ATTACHMENTS:

1. Proposed Resolution for Delegation of IDR Authority
2. Resolution 5430 Delegation of IDR Authority 10.4.2000

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DELEGATING AUTHORITY TO THE CITY MANAGER TO DETERMINE THE INDUSTRIAL DISABILITY STATUS OF A LOCAL SAFETY MEMBER OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the City of Morgan Hill (Agency) is a contracting agency of the California Public Employees' Retirement System (CalPERS);

WHEREAS, the Public Employees Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which s/he is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such Law;

WHEREAS, the City Council has determined upon legal advice that it may delegate authority under Section 21173 of the Government Code to make such determinations to the incumbent of the position of City Manager.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Morgan Hill does hereby delegate to the incumbent of the position City Manager authority to make determinations under Section 21152(c), Government Code, on behalf of the Agency, of disability and whether such disability is industrial and to certify such determinations and all other necessary information to the California Public Employees' Retirement System; and

BE IT FURTHER RESOLVED that the City Council of the City of Morgan Hill by adopting this resolution hereby states that such incumbent be and s/he is authorized to make applications on behalf of the Agency for disability retirement of local safety employees and to initiate requests for reinstatement of such employees who are retired for disability.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 22nd day of August 2018.

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

APPROVED:

ATTEST:

STEVE TATE, Mayor

IRMA TORREZ, City Clerk

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. XX-XXX, adopted by the City Council at a regular meeting held on August 22, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

RESOLUTION NO. 5430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DELEGATING AUTHORITY TO THE CITY MANAGER TO DETERMINING THE INDUSTRIAL DISABILITY STATUS OF A LOCAL SAFETY MEMBER OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, the City of Morgan Hill (hereinafter referred to as Agency) is a contracting agency of the Public Employees' Retirement System;

WHEREAS, the Public Employees Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which s/he is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such Law;

WHEREAS, the City Council has determined upon legal advice that it may delegate authority under Section 21173 of the Government Code to make such determinations to the incumbent of the position of City Manager.

NOW, THEREFORE, BE IT RESOLVED That the City Council does hereby delegate to the incumbent of the position City Manager authority to make determinations under Section 21152(c), Government Code, on behalf of the Agency, of disability and whether such disability is industrial and to certify such determinations and all other necessary information to the Public Employees' Retirement System; and

BE IT FURTHER RESOLVED that such incumbent be and s/he is authorized to make applications on behalf of the Agency for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 4th day of October, 2000, by the following vote:

AYES:	COUNCIL MEMBERS:	Hedy L. Chang, Cynthia J. Cook, Dennis Kennedy, Greg Sellers, Steve Tate
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

City of Morgan Hill
 Resolution No. 5430
 Page - 2 -

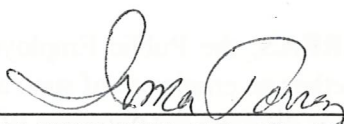
☪ CERTIFICATION ☪

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. 5430 adopted by the City Council at a regular meeting held on October 4, 2000.

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

DATE:

10/11/00


 IRMA TORREZ, City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

APPROVE PROPERTY CONVEYANCE AGREEMENT WITH SANTA CLARA COUNTY FOR HALE AVENUE EXTENSION PROJECT

RECOMMENDATION(S)

1. Adopt resolution approving the conveyance of portions of properties from APN 767-06-034 and 767-06-035 from the County of Santa Clara to the City of Morgan Hill for the Hale Avenue Extension Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility

2018 Strategic Priorities

Infrastructure

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
General Plan/Housing Element

REPORT NARRATIVE:

The City continues to actively pursue the right-of-way needed for the Hale Avenue Extension project. One of the property owner's that the City needs right-of-way from is the County of Santa Clara.

In January 2017, the City notified the County that a portion of their land was needed to construct the Hale Avenue Extension project. Subsequently, the City met with the County to discuss the project and the needed right-of-way. Given that the County-owned land was originally purchased for the future Hale Avenue Extension project, the County has agreed to transfer the needed right-of-way at no cost to the City.

To memorialize the proposed land transfer, a Property Conveyance Agreement was prepared by the County for City approval. The agreement has been reviewed by the City Attorney's Office and has been approved as to form (see attached). Staff recommends that the City Council approve the property conveyance from the County as the property is required for the project and the proposed land transfer will save the project approximately \$539,000 (based on an appraisal prepared by the City's right of way consultant last fall).

With the conveyance of the County land to the City, five properties remain to be acquired for the project. Staff continues to negotiate the purchase of the remaining properties which are owned by three separate parties.

COMMUNITY ENGAGEMENT: Involve

The Hale Avenue Extension Project has been in the City's General Plan since the 1960's and continues to be an important north/south arterial gap fill project. Numerous community engagement and design meetings were held throughout the early planning and design phases. The City hired David J. Powers and Associates to prepare a Final Environmental Impact Report (FEIR) for the project. This process solicited input from the community regarding environmental impacts from the project as required by the California Environmental Quality Act (CEQA) process. Additional community notifications will be necessary when the project nears construction.

ALTERNATIVE ACTIONS:

There are no realistic alternative actions to obtain the property. Should the Council wish to discuss the Hale Avenue Project, staff could be given direction to return with an item to do so.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- July 20, 2016, City Council approved the purchase of property from Hosseinpour.
- December 6, 2017, City Council adopted a Resolution to purchase property from the Tran/Do and Giancola families for the Hale Avenue Extension Project.
- January 17, 2018, City Council adopted a Resolution to purchase property from John P. Howard.
- July 18, 2018, City Council adopted a Resolution to purchase property from the Kerr family.

FISCAL AND RESOURCE IMPACT:

In association with the transfer of the property, the City shall be required to support the relocation for residents on the property. Estimated relocation costs are \$76,000 to \$98,000. Sufficient funds for the property conveyance are budgeted in the FY 2018-19 Capital Improvement Program for these costs. \$4.8 million has been budgeted to purchase right of way for FY 2018-19 from the Traffic Impact Fund (309).

CEQA (California Environmental Quality Act):

Project

A Final Environmental Impact Report was prepared by David J. Powers & Associates for the Hale Avenue Extension and Hale Avenue Plan Line Projects. City Council certified the Final Environmental Impact Report (FEIR) and adopted a Mitigation and Monitoring Program (MMRP) for construction of the Hale Avenue Extension Project ("Project") by Resolution No. 17-070 adopted on August 23, 2017.

LINKS/ATTACHMENTS:

1. Resolution-County

2. Exhibit A - Conveyance Agreement
3. Project Location Map

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A PROPERTY CONVEYANCE AGREEMENT FOR PORTIONS OF PROPERTIES (APN 767-06-034 AND 767-06-035) FROM THE COUNTY OF SANTA CLARA, FOR THE HALE AVENUE EXTENSION PROJECT

WHEREAS, the Hale Avenue Extension Project is included in the Fiscal Year 2018-19 Capital Improvement Program under CIP#546007 with \$4.8 million budgeted for purchasing right of way. The subject property from the County of Santa Clara is required in order to construct the project, and therefore in the public's interest to acquire portions of the real property for the public Project (Hale Avenue Extension Project); and

WHEREAS, on January 23, 2017, the City of Morgan Hill notified the County of Santa Clara that the City was interested in purchasing portions of their property for the Hale Avenue Extension Project from willing sellers; and

WHEREAS, on March 8, 2017, the City of Morgan Hill sent the County of Santa Clara a letter of Notice of Decision to Appraise the subject property; and

WHEREAS, on March 6, 2018, the County of Santa Clara agreed to convey the road right of way needed for the project to the City at no cost; and

NOW, THEREFORE, City Council of the City of Morgan Hill, based upon the foregoing and all documents, statements and facts known to City Council, does hereby resolve:

SECTION 1. Approval of Property Conveyance Agreement. City Council approves the Property Conveyance Agreement to convey portions of real property to the City of Morgan Hill for zero costs from the County of Santa Clara to construct the Hale Avenue Extension project, see Attachment A. The conveyance amount of \$0 plus any escrow and closing costs to consummate the transaction are hereby approved.

SECTION 2. Authority to City Manager. City Council authorizes the City Manager to execute the Agreement and all documents necessary to consummate the transactions contemplated therein, including without limitation, accepting the Grant Deed. City Council further authorizes the City Manager to make minor modifications to the foregoing described documents which may be necessary to consummate the transactions.

SECTION 3. CEQA. The City Council certified the Final Environmental Impact Report (FEIR) and adopted a Mitigation and Monitoring Program (MMRP) for construction of the Hale Avenue Extension Project ("Project") by Resolution No. 17-070 adopted on August 23, 2017.

The Final Environmental Impact Report concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would mitigate all of those significant effects to a less than significant level.

The City Council finds and determines that the project that is the subject of this Resolution is within the scope of the FEIR, as further modified and approved pursuant to the Mitigation and Monitoring Report.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 22nd day of August 2018.

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

APPROVED:

ATTEST:

STEVE TATE, Mayor

IRMA TORREZ, City Clerk

∞ **CERTIFICATION** ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. XX-XXX, adopted by the City Council at a regular meeting held on August 22, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Resolution-County (1892 : Approve Property Conveyance Agreement)

EXHIBIT A

PROPERTY CONVEYANCE AGREEMENT

THIS PROPERTY CONVEYANCE AGREEMENT (the "Agreement") is made and entered into as of the later of the dates set forth by the signatures of the Parties below (the "Effective Date") by and between the County of Santa Clara, a political subdivision of the State of California (the "County"), and the City of Morgan Hill a municipal corporation of the State of California (the "City"). The County and the City are collectively referred herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, County is the owner of certain real properties located in the City of Morgan Hill, County of Santa Clara, State of California known as Assessor's Parcels Number 767-06-034 & 767-06-035 (the "County's Properties"); and

WHEREAS, City plans to construct a roadway project known as the Hale Avenue Extension Project (the "Project") that requires portions of the County's Properties for the City's Project; and

WHEREAS, County has determined that the portions of County's Properties described and depicted on the plat maps attached hereto as Exhibits A and B (the "Property") are not required for County purposes and that the Project will serve the public interest; and

WHEREAS, County will retain the portions of the County's Properties described and depicted on the plat map attached hereto as Exhibit C.

NOW, THEREFORE, the parties agree as follows:

1. CONTRIBUTION OF THE PROPERTY

Subject to the terms and conditions in this Agreement, the County agrees to convey the Property to the City and hereby relinquishes any and all rights to receive monies or any other form of compensation for conveying to the City its interest in the Property.

2. CONVEYANCE OF TITLE

County shall convey to City the Property by Quitclaim Deeds (the "Deeds") attached hereto as Exhibits D and E. The Deeds shall be recorded in the Official Records of Santa Clara County in accordance with the terms of this Agreement.

3. ESCROW AND CLOSING

The Parties shall complete this transaction through an escrow with Old Republic Title Insurance Company ("Escrow Agent"), under escrow No. 0625008298-BP pursuant to joint instructions. If there are any conflicts between the terms of this Agreement and the escrow instructions, this Agreement will prevail and govern. Following the Effective Date the Parties shall deposit all documents as required by the Escrow Agent to complete

Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

this transaction. The escrow shall close on or before 90 days from the Effective Date ("Close of Escrow") unless extended by the County. City shall pay any and all fees and expenses incurred in this transaction, including, but not limited to, recording fees, escrow, transfer tax and title insurance.

4. RELOCATION ASSISTANCE AND CLEARANCE OF IMPROVEMENTS

The County and the City acknowledge that there are certain persons (the "Tenants") residing in a house located at 230 Warren Avenue, Morgan Hill, California (a majority portion of such home is included in the Property) (the "House"), on a month-to-month basis pursuant to expired lease agreement(s). The City shall accept title to the Property with the Tenants in occupancy thereon and shall be responsible for the termination of the Tenants' occupancy and their relocation within twelve (12) months of the Close of Escrow. The relocation shall be completed by the City through the establishment and administration of a Relocation Assistance Program. The City's Relocation Assistance Program shall be conducted in accordance with all applicable laws, regulations, and policies of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), Title 49 Code of Federal Regulations (CFR) Part 24, Government Code 7260 et seq., and California Code of Regulations 6000 et seq.

Effective as of the Close of Escrow, the County shall be deemed to have assigned to the City and the City shall be deemed to have assumed from the County, on a non-exclusive basis, the rights, remedies and obligations of the landlord under any then effective lease or occupancy agreement(s) with the Tenants.

The City shall be solely liable and responsible for all tenant relocation costs, expenses, fees and notice obligations and responsibilities. If, pursuant to applicable law or by other circumstance, the County is in any way considered responsible for paying for relocation assistance, or providing notice or payment of any kind, or paying for fees or expenses related to the relocation of any tenants of the Property, the City agrees to be responsible for all such payments and notices or, alternatively (at the County's sole election) reimburse the County for all such payments or notices. The City acknowledges, covenants and agrees to defend, indemnify and hold harmless the County, its officers, elected and appointed officials, employees and agents (collectively and each a "County Agent") from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of or in connection with any of the following: (i) any obligation or responsibility of the City or the County to pay for or provide relocation assistance, notice, benefits, payments or other relocation needs of any current or former tenant or tenants of the Property; (ii) the City's failure to comply with any affordable housing laws; and/or (iii) any claim or allegation relating to relocation assistance, notice or relocation benefits. The City will conduct all defenses at its sole cost and expense, subject only to the County's reasonable approval selection of legal counsel. The policy limits of any insurance of the City, its affiliates or

other parties are not a limitation upon the obligation of the City including without limitation that amount of indemnification to be provided by the City.

The City shall also within twenty four (24) months of the Close of Escrow demolish and remove any and all improvements on the Property and any portion of such improvements which exist on the County's Properties. These improvements include but are not limited to all structures, foundations, basements, walls, driveways, walkways, outbuildings, and fencing. City will also insure the disconnection of all utility services to the Property (and any portion of such improvements which are on the County's Properties), including the removal of all gas, electric and water meters and lines.

The Parties acknowledge and agree that a small portion of the House is situated on the County's Properties and the City will need to access the County's Properties in order to complete the demolition and removal required by this Agreement. Therefore, the County agrees that the City, and the City's agents, contractors, engineers, consultants, employees and other representatives (collectively, "City's Representatives") shall have the right, during the twenty four (24) months following the Close of Escrow, with two (2) business days' prior notice to the County, to enter the County's Properties to the extent necessary to complete the City's demolition and removal obligations under this Agreement. The City shall keep the County's Properties free and clear of any mechanics' liens, materialmen's liens or claims arising out of any of the City's activities or those of the City's Representatives on or with respect to the County's Properties. All entries onto the County's Properties by the City and the City's Representatives shall be at the City's sole cost and expense, shall be done in a workmanlike manner in accordance with all applicable codes, statutes, ordinances, rules, regulations and laws. After entry onto any portion of the County's Properties, the City, at its sole cost and expense shall repair any damage to the County's Properties arising from such entry. In connection with the City's access of and work on the County's Properties, prior to entering the County's Properties, the City shall provide the County with reasonable evidence that the City and the City's Representatives carry the insurance set forth on Exhibit F attached hereto.

This paragraph shall survive the Closing or any earlier termination thereof.

5. SUBDIVISION MAP ACT COMPLIANCE

As a condition to closing, the City shall at its sole expense take all necessary legal actions, if any, to ensure that the conveyance of the Property to the City complies with all applicable laws, including but not limited to the Subdivision Map Act. This paragraph shall survive the Closing or any earlier termination thereof.

6. DISCLAIMERS

City is fully aware of the condition of the Property and the improvements situated thereon. Accordingly, City waives any right to inspect the County's Properties and conduct tests thereon.

Pursuant to California Civil Code section 1102.2(j), the Property is being sold "as is," without express or implied warranty, and shall be subject to all liens, tenancies, easements and encumbrances, recorded or unrecorded. In addition, County makes no representations with respect to the presence of Hazardous Materials, the suitability of the Property for the uses intended, or with respect to the conformance of the Property to any codes, rules, regulations or ordinances, whether local, state or federal. "Hazardous Materials" includes without limitation: (a) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law; (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 C.F.R. Part 302]; (c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (d) Any material, waste, or substance that is: (i) a petroleum or refined petroleum product, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) designated as a hazardous substance pursuant to 33 U.S.C.A. §1321 or listed pursuant to 33 U.S.C.A. §1317, (v) a flammable explosive, or (vi) a radioactive material.

This paragraph shall survive the Closing or any earlier termination thereof.

7. RELEASE

City hereby waives, releases, acquits, and forever discharges County, and County Agents to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, compensation, attorneys' fees, consultants' fees and costs and expert fees (collectively "Claims") whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from (i) the presence of any environmental problems, or the use, presence, storage, release, discharge, or migration of Hazardous Materials on, in, under or around the Property regardless of when such Hazardous Materials were first introduced in, on or about the Property, (ii) any patent or latent defects or deficiencies with respect to the Property, (iii) any and all matters related to the Property or any portion thereof, including without limitation, the condition and/or operation of the Property and each part thereof, and (iv) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Property regardless of when such asbestos and asbestos containing materials were first introduced in, on or about the Property. City hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal superfund laws, 42 U.S.C. Sections 9601 et seq. and California Health and Safety Code sections 25300 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against County or its agents in connection with the Property, except matters arising from County's fraud, intentional misrepresentation, or concealment.

CITY EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER CALIFORNIA CIVIL CODE §1542 AND ANY OTHER PROVISION OF LAW THAT PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE DEBTOR.

Without limiting the foregoing, if City has prior actual knowledge of: (a) a default in any of the covenants, agreements or obligations to be performed by County under this Agreement and/or (b) any breach or inaccuracy in any representation of County made or implied in this Agreement, and City nonetheless elects to proceed with the acceptance of the quitclaim deeds on the Closing Date, then City shall be conclusively deemed to have waived any such default and/or breach or inaccuracy and shall have no claim against County or hereunder with respect thereto.

City and County have each initialed this Section 7 to further indicate their awareness and acceptance of each and every provision of this Section. The provisions of this Section shall survive the close of escrow.

County's Initials: _____ City's Initials: _____

8. INDEMNIFICATION

City shall indemnify, defend and hold County and County Agents harmless from any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest or losses, including attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees and expert fees that arise directly or indirectly from or in connection with the condition of the Property as of close of escrow, including, but not limited to, the presence, suspected presence, release or suspected release of any Hazardous Materials of any kind.

In addition, in connection with the City's post-closing access to the County's Properties contemplated by this Agreement, the City shall indemnify, defend, and hold harmless the County and the County Agents from any claim, liability, loss, injury or damage arising out of, or in connection with, the City's and/or the City's Representative's access of and activities on the County's Properties excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this indemnity provide the broadest possible coverage for the County.

The City shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City is obligated to indemnify, defend and hold harmless the County under this Agreement.

The provisions of this Section 8 shall survive the close of escrow.

9. NOTICES

All notices, demands, requests, and exercises under this Agreement by either party shall be hand-delivered or sent by United States mail, registered or certified, postage prepaid, addressed to the other party as follows:

County:

City:

County of Santa Clara
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110

City of Morgan Hill
Engineering & Utilities Department
17575 Peak Avenue
Morgan Hill, CA 95037

10. WAIVERS.

A waiver of any breach, covenant, or provision of this Agreement shall not be deemed a waiver of any other breach, covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal. This Agreement can only be amended by a written amendment hereto duly executed on behalf of both parties.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties.

13. NO THIRD PARTY BENEFICIARIES

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement.

14. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

15. INTEGRATION

This instrument constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

16. GOVERNING LAW

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The Parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

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17. COUNTERPARTS.

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

Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

18. SURVIVAL.

Sections 9 through this Section 18 shall survive the Close of Escrow.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF SANTA CLARA

CITY OF MORGAN HILL

S. Joseph Simitian, President
Board of Supervisors

Christina Turner
City Manager

Date: _____

Date: _____

Signed and certified that a copy of this document
has been delivered by electronic or other means
to the President, Board of Supervisors.

Attest:

Approved as to Form

Megan Doyle
Clerk of the Board of Supervisors

Donald Larkin
City Attorney

Approved as to Form and Legality

Karen Willis
Deputy County Counsel

Exhibits:

- A - Plat Map, conveyance from APN 767-06-034
- B- Plat Map, conveyance from APN 767-06-035
- C- Plat Map, remnant portions APN 767-06-034 and 767-06-035
- D- Quitclaim Deed, portion APN 767-06-034
- E – Quitclaim Deed, portion APN 767-06-035
- F – Insurance

EXHIBIT "A"

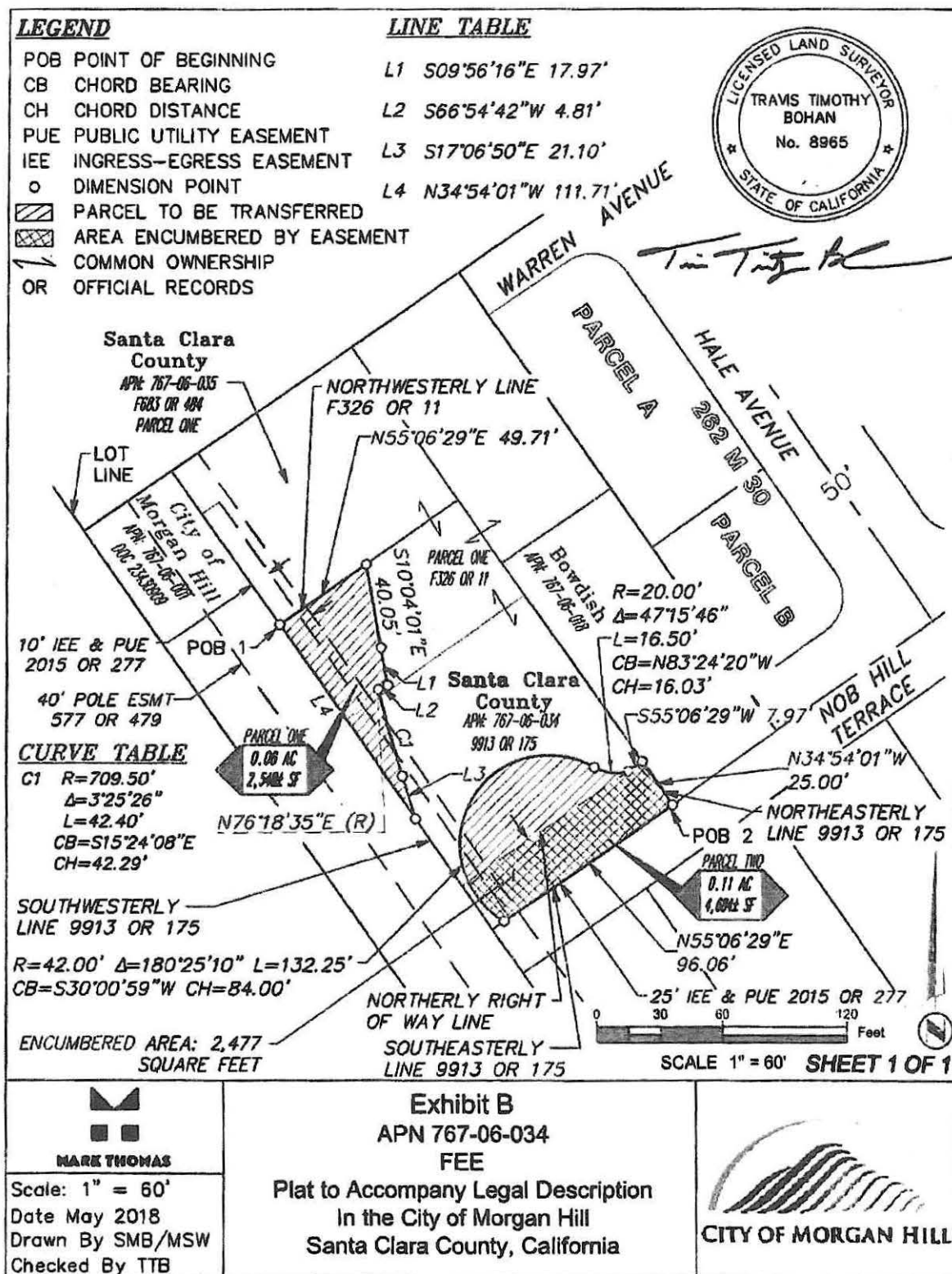


EXHIBIT "B"

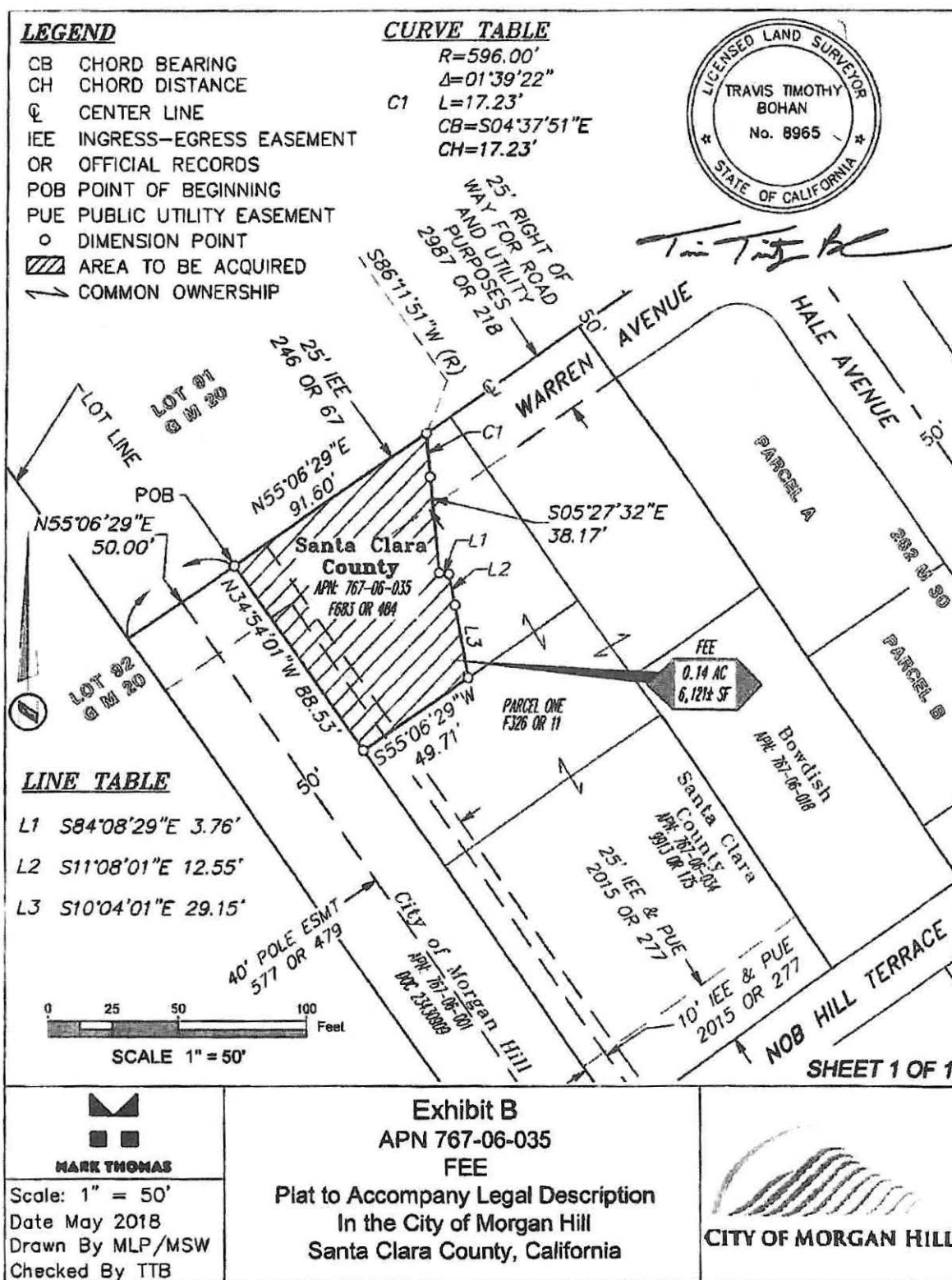
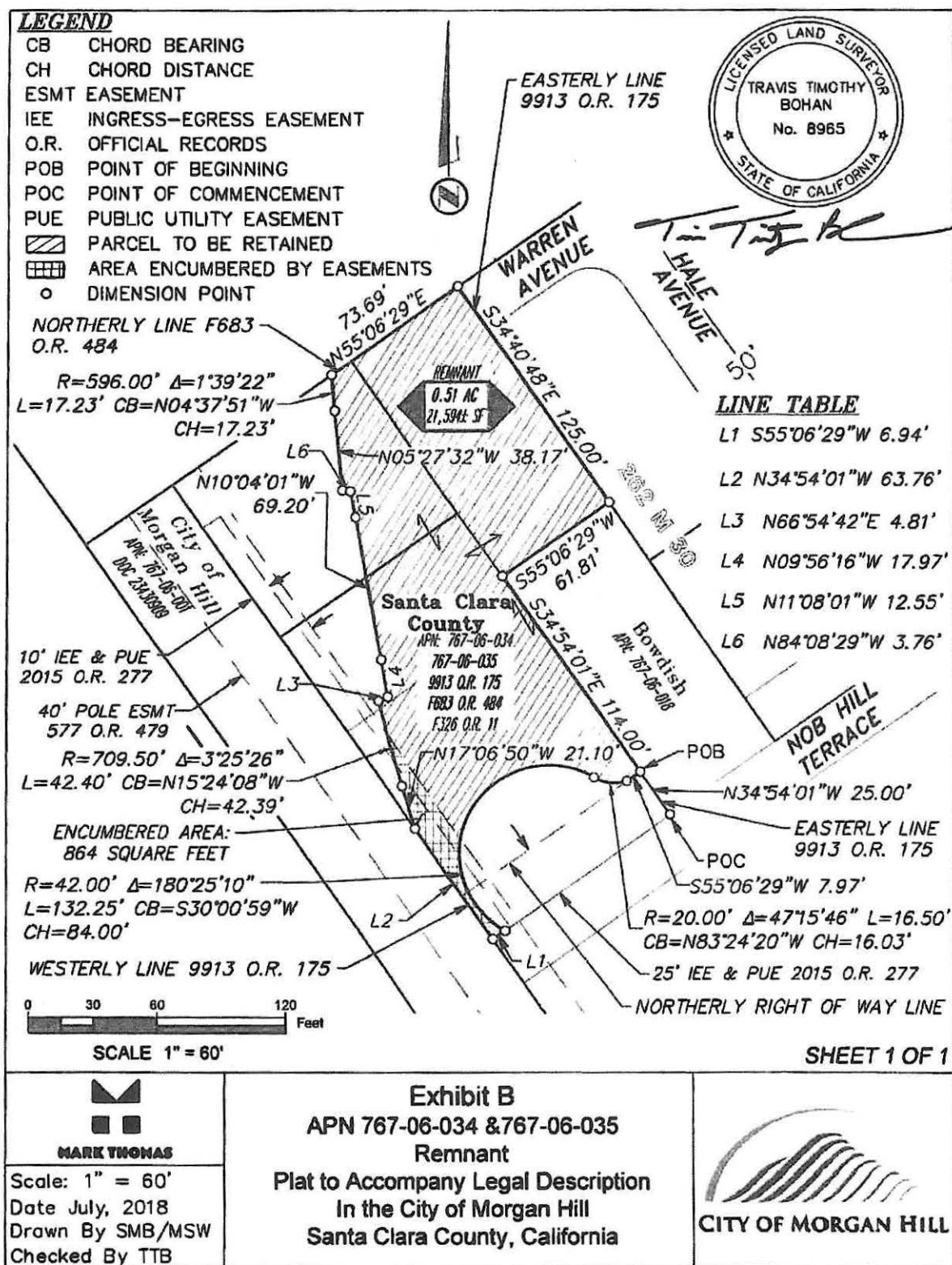


EXHIBIT "C"



Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, California 95037
Attention: David I. Gittleson

APN: 767-06-034 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The COUNTY OF SANTA CLARA, a political subdivision of the State of California, (GRANTOR) does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Morgan Hill, a municipal corporation, (GRANTEE) all right, title and interest in and to all that certain real property situated in the City of Morgan Hill, County of Santa Clara, State of California, and more particularly described in the attached Exhibit A.

Dated this _____ day of _____ 2018

S. Joseph Simitian, President
Board of Supervisors
County of Santa Clara

Attested by: _____
Megan Doyle
Clerk of the Board of Supervisors

Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

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 and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
LANDS TO BE CONVEYED FROM COUNTY OF SANTA CLARA
TO CITY OF MORGAN HILL

All that real property situate in County of Santa Clara, State of California, being a portion of LOT 91, as shown on MORGAN HILL RANCH MAP NO. 3, filed September 21, 1892 in Book G of Maps, Pages 20-21, Records of Santa Clara County, being more particularly described as follows:

PARCEL 1 – FEE

BEGINNING at the most westerly corner of that certain PARCEL ONE, designated and described in that certain GRANT DEED, recorded May 14, 1980 in Book F326, Page 11, Official Records of Santa Clara County; thence along the northwesterly line of said PARCEL ONE, North 55°06'29" East, a distance of 49.71 feet; thence leaving said northwesterly line, the following five (5) courses:

1. South 10°04'01" East, a distance of 40.05 feet;
2. South 09°56'16" East, a distance of 17.97 feet;
3. South 66°54'42" West, a distance of 4.81 feet to the beginning of a non-tangent curve concave to the east, to which point a radial line bears North 76°18'35" East, having a radius of 709.50 feet, through a central angle of 3°25'26", a distance of 42.40 feet;
4. South 17°06'50" East, 21.10 feet to the southwesterly line of that certain parcel of land described in that certain GRANT DEED, recorded July 6, 1972 in Book 9913, Page 175, Official Records of Santa Clara County; and
5. Along said southwesterly line and the southwesterly line of said PARCEL ONE, North 34°54'01" West, a distance of 111.71 feet to the **POINT OF BEGINNING**.

Subject to a 10 foot ingress and egress easement and public utilities easement described in Joint Tenancy Deed, to Terence and Doris Drew, recorded July 14, 1950 in Book 2015, Page 277, Official Records of Santa Clara.

Subject to a right of way for electrical purposes to Coast Counties Gas and Electrical Company, recorded May 23, 1946 in Book 1360, Page 62, Official Records of Santa Clara. *The exact location is not defined of Record.*

Subject to a 40 foot pole line easement to Coast Counties Gas and Electrical Company, recorded August 19, 1931 in Book 557, Page 479, Official Records of Santa Clara.

Containing 2,548 square feet or 0.06 acres, more or less.

PARCEL 2 – FEE

BEGINNING at the most easterly corner of that parcel of land described in that certain GRANT DEED, recorded July 6, 1972 in Book 9913, Page 175, Official Records of Santa Clara County; thence along the northeasterly line said GRANT DEED, North 34°54'01" West, a distance of 25.00 feet to the northerly right of way line of Nob Hill Terrace; thence leaving said northeasterly line and along said northerly right of way line South 55°06'29" West, a distance of 7.97 feet to the beginning of a non-tangent curve concave to the north, having a radius of 20.00 feet and a chord bearing North 83°24'20" West, a distance of 16.03 feet to the following three (3) courses:

1. Northwesternly through a central angle of 47°15'46", a distance of 16.50 feet along said curve to the beginning of a reverse curve concave to the southeast, having a radius of 42.00 feet and a chord bearing South 30°00'59" West, a distance of 84.00 feet, thence
2. Southwesterly through a central angle of 180°25'10", a distance of 132.25 feet along said curve to the southeasterly line of said GRANT DEED, and
3. Along said southeasterly line North 55°06'29" East, a distance of 96.06 feet to the **POINT OF BEGINNING.**

Containing 4,684 square feet or 0.11 acres, more or less.

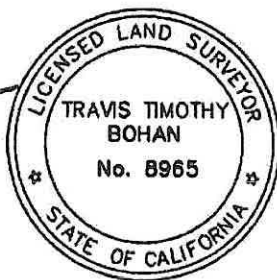
Subject to a 25 foot ingress and egress easement and public utilities easement described in Joint Tenancy Deed, to Terence and Doris Drew, recorded July 14, 1950 in Book 2015, Page 277, Official Records of Santa Clara

Assessor's Parcel Number: 767-06-034

This real property description has been prepared at Mark Thomas, by me, or under my direction,
in conformance with the Professional Land Surveyors Act.

Travis Timothy Bohan

Travis Timothy Bohan, LS 8965



05/31/18

Date

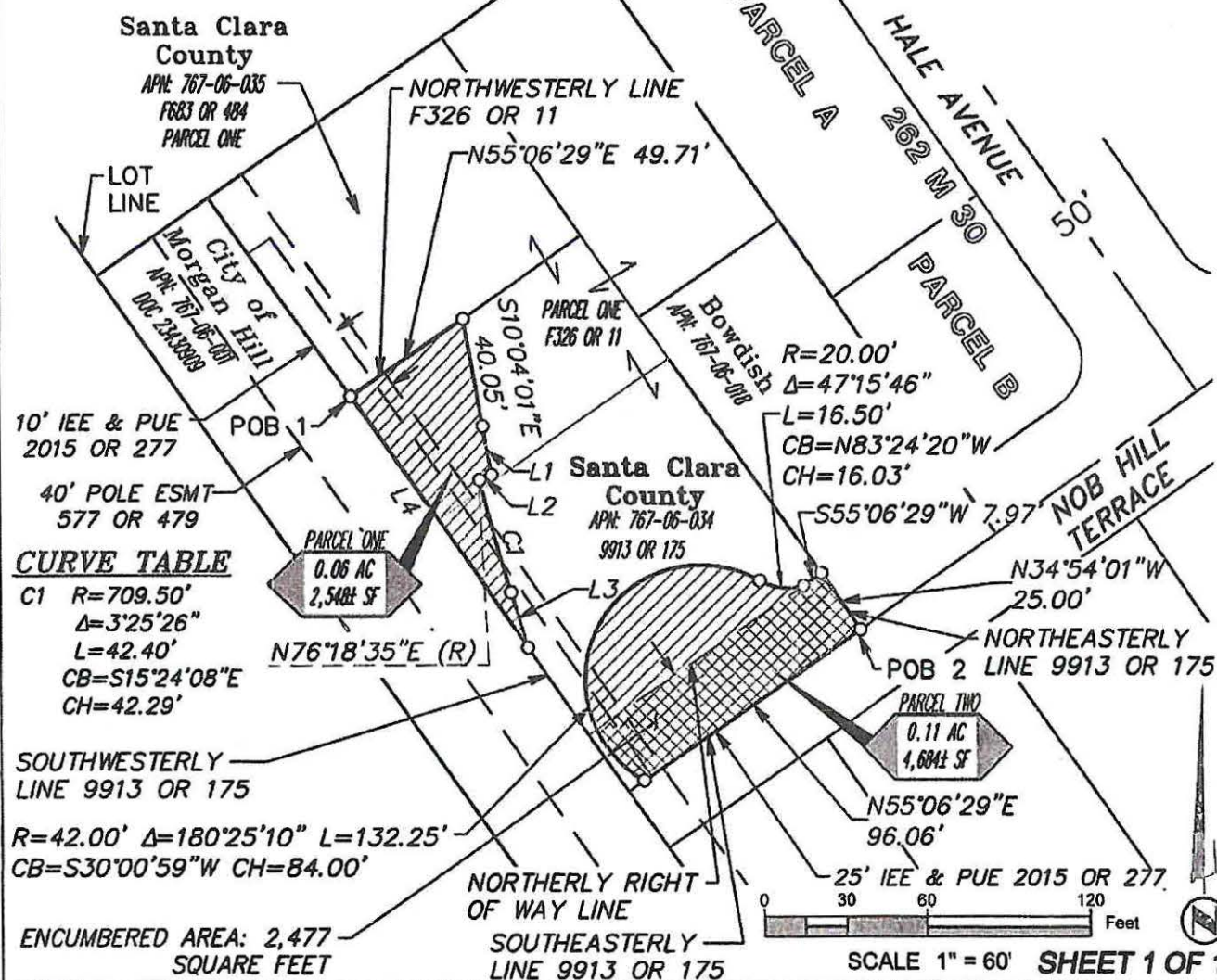
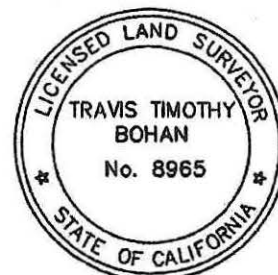
Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

LEGEND

POB POINT OF BEGINNING
 CB CHORD BEARING
 CH CHORD DISTANCE
 PUE PUBLIC UTILITY EASEMENT
 IEE INGRESS-EGRESS EASEMENT
 o DIMENSION POINT
 PARCEL TO BE TRANSFERRED
 AREA ENCUMBERED BY EASEMENT
 COMMON OWNERSHIP
 OR OFFICIAL RECORDS

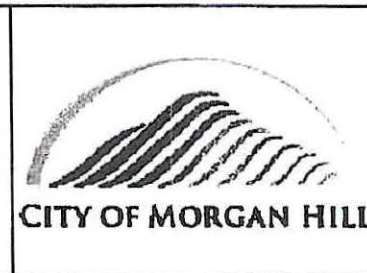
LINE TABLE

L1 S09°56'16"E 17.97'
 L2 S66°54'42"W 4.81'
 L3 S17°06'50"E 21.10'
 L4 N34°54'01"W 111.71'




MARK THOMAS
 Scale: 1" = 60'
 Date May 2018
 Drawn By SMB/MSW
 Checked By TTB

Exhibit B
APN 767-06-034
FEE
Plat to Accompany Legal Description
In the City of Morgan Hill
Santa Clara County, California



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, California 95037
Attention: David I. Gittleson

APN: 767-06-035 (portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The COUNTY OF SANTA CLARA, a political subdivision of the State of California, (GRANTOR) does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Morgan Hill, a municipal corporation, (GRANTEE) all right, title and interest in and to all that certain real property situated in the City of Morgan Hill, County of Santa Clara, State of California, and more particularly described in the attached Exhibit A.

Dated this _____ day of _____ 2018

S. Joseph Simitian, President
Board of Supervisors
County of Santa Clara

Attested by: _____

Megan Doyle
Clerk of the Board of Supervisors

Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officerpersonally appeared _____
Name(s) of Signer(s)

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 and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION
LANDS TO BE CONVEYED FROM COUNTY OF SANTA CLARA
TO CITY OF MORGAN HILL

FEE

All that real property situate in County of Santa Clara, State of California, being a portion of LOT 91, as shown on MORGAN HILL RANCH MAP NO. 3, filed September 21, 1892 in Book G of Maps, Pages 20-21, Records of Santa Clara County, being more particularly described as follows:

BEGINNING at the most westerly corner of that certain PARCEL ONE, designated and described in that certain GRANT DEED, recorded October 24, 1980 in Book F683, Page 484, Official Records of Santa Clara County, which point bears North 55°06'29" East, a distance of 50.00 feet from the intersection of the southwesterly line of said LOT 91 and the centerline of Warren Avenue (50 feet wide) as shown on PARCEL MAP, filed December 15, 1969 in Book 262 of Maps, Page 30, Records of Santa Clara County; thence along the northwesterly line of said PARCEL ONE and said centerline, North 55°06'29" East, a distance of 91.60 feet to the beginning of a non-tangent curve concave to the east, to which point a radial line bears, South 86°11'51" West; thence leaving said northwesterly line and said centerline, the following six (6) courses:

1. southerly along said curve, having a radius of 596.00 feet, through a central angle of 01°39'22", an arc length of 17.23 feet;
2. South 05°27'32" East, a distance of 38.17 feet;
3. South 84°08'29" East, a distance of 3.76 feet;
4. South 11°08'01" East, a distance of 12.55 feet;
5. South 10°04'01" East, a distance of 29.15 feet to the southeasterly line of said PARCEL ONE; and
6. Thence along said southeasterly line, South 55°06'29" West, a distance of 49.71 feet to the most southerly corner of said PARCEL ONE;

thence along the southwesterly line of said PARCEL ONE, North 34°54'01" West, a distance of 88.53 feet to the **POINT OF BEGINNING**.

Containing 6,121 square feet or 0.14 acres, more or less.

Subject to a 25 foot easement for street and highway purposes to R.H. Hencken described in document, recorded December 2, 1926 in Book 277, Page 564, Official Records of Santa Clara County.

Subject to a 40 foot pole line easement to Coast Counties Gas and Electrical Company, recorded August 19, 1931 in Book 557, Page 479, Official Records of Santa Clara County.

Subject to a 10 foot easement for installation and maintenance of public utilities described in Joint Tenancy Deed, to Terence and Doris Drew, recorded July 14, 1950 in Book 2015, Page 277, Official Records of Santa Clara County.

Subject to a right of way for electrical purposes to Coast Counties Gas and Electrical Company, recorded May 23, 1946 in Book 1360, Page 62, Official Records of Santa Clara County. *The exact location is not defined of Record.*

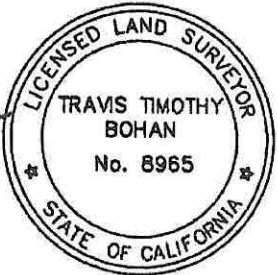
Subject to a 25 foot right of way for road and utility purposes over and across, to City of Morgan Hill, recorded October 20, 1954 in Book 2987, Page 218, Official Records of Santa Clara County.

Subject to a 10 foot and a 25 foot ingress and egress easements reserved by Warren R. and Marilyn J. Blakley, recorded February 23, 1973 in Book 246, Page 67, Official Records of Santa Clara County.

Assessor's Parcel Number: 767-06-035

This real property description has been prepared at Mark Thomas, by me, or under my direction,
in conformance with the Professional Land Surveyors Act.


Travis Timothy Bohan, LS 8965



05/31/18
Date

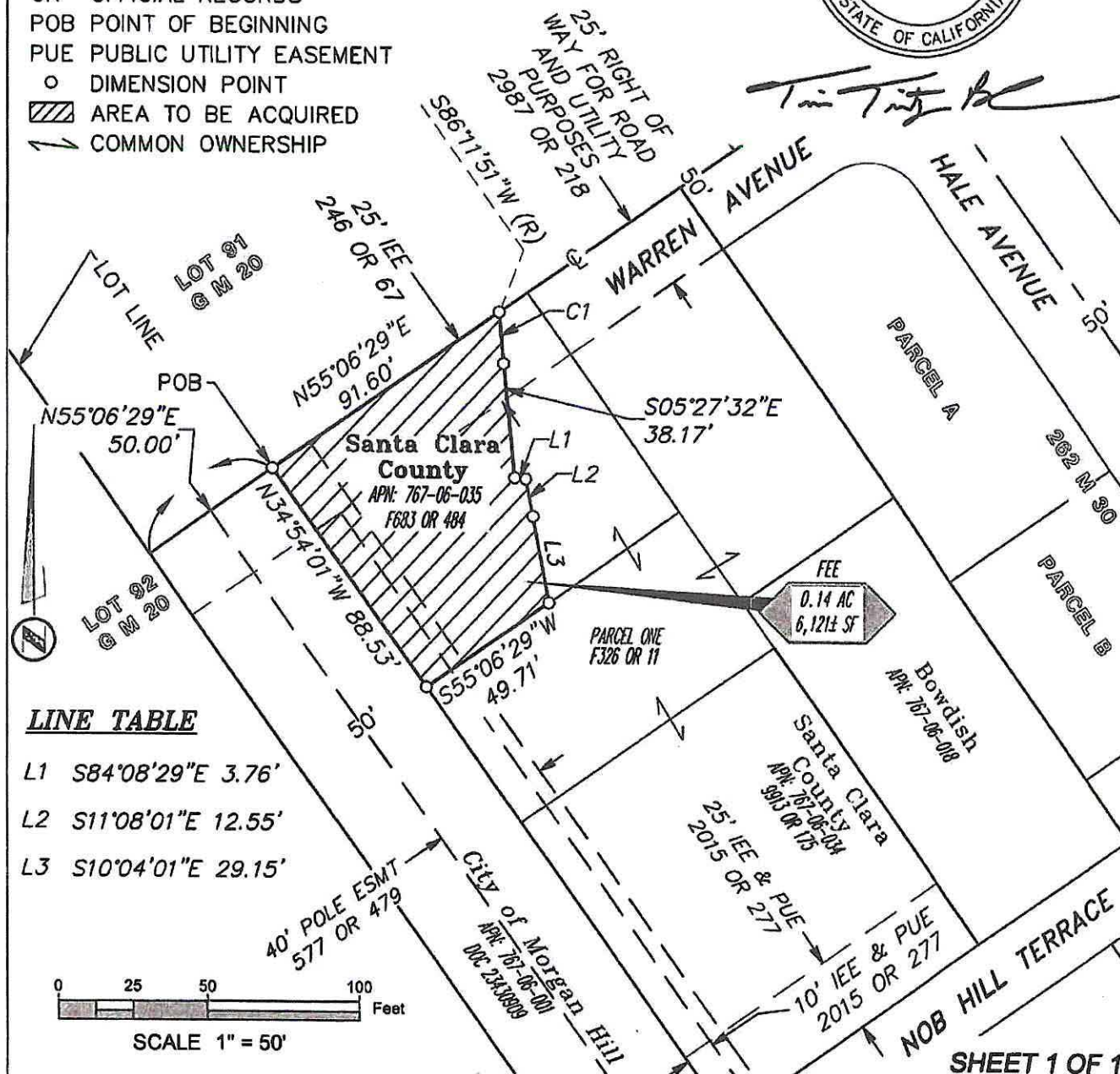
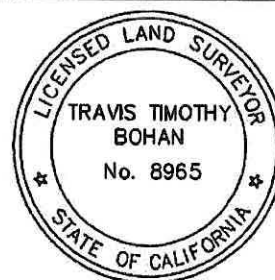
Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

LEGEND

CB CHORD BEARING
 CH CHORD DISTANCE
 CL CENTER LINE
 IEE INGRESS-EGRESS EASEMENT
 OR OFFICIAL RECORDS
 POB POINT OF BEGINNING
 PUE PUBLIC UTILITY EASEMENT
 ○ DIMENSION POINT
 ▨ AREA TO BE ACQUIRED
 ↗ COMMON OWNERSHIP

CURVE TABLE

$R=596.00'$
 $\Delta=01^{\circ}39'22''$
 C1 $L=17.23'$
 $CB=S04^{\circ}37'51''E$
 $CH=17.23'$



MARK THOMAS

Scale: 1" = 50'
 Date May 2018
 Drawn By MLP/MSW
 Checked By TTB

Exhibit B
APN 767-06-035
FEE

Plat to Accompany Legal Description
In the City of Morgan Hill
Santa Clara County, California



Attachment: Exhibit A - Conveyance Agreement (1892 : Approve Property Conveyance Agreement)

EXHIBIT F - Insurance

Insurance

Without limiting their indemnification of the County, the City of Morgan Hill and its Representatives (hereinafter "City") shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the City shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the City upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The City shall not proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the City.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000

2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

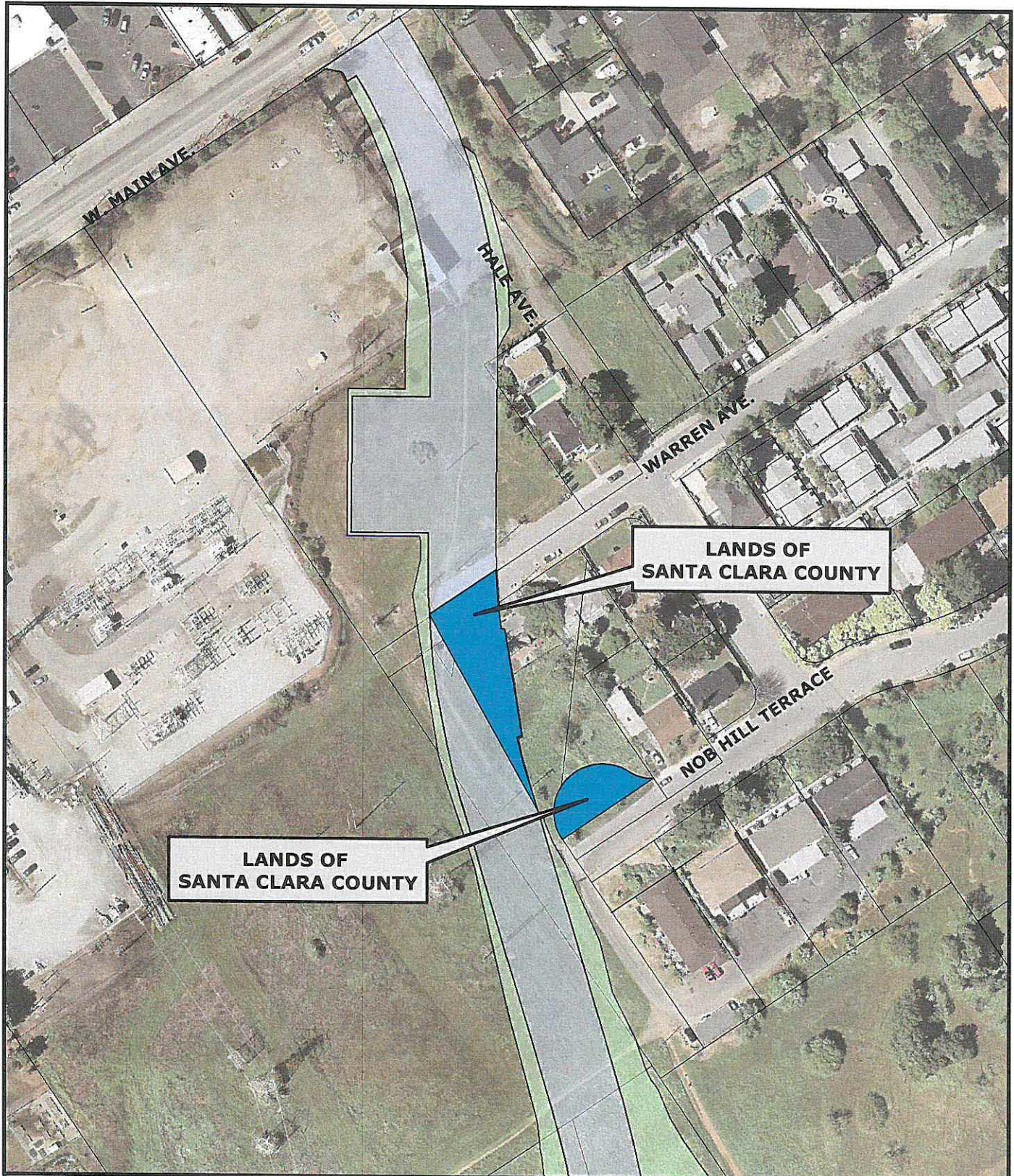
- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the City and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the City pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the City. However, this shall not in any way limit liabilities assumed by the City under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. City's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the City shall require each of its contractors of any tier to carry the aforementioned coverages, or City may insure contractors under its own policies.



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

Document Path: G:\R-14\PROJ\GIS\Marks\Dave_767_05_034.mxd

SITE MAP
LANDS OF
SANTA CLARA COUNTY
APN 767-06-034 AND 767-06-035



0 40 80 160 240 320
 Feet

Attachment: Project Location Map (1892 : Approve Property Conveyance Agreement)



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

APPROVAL OF IMPROVEMENT AGREEMENT AND STORMWATER BEST-MANAGEMENT-PRACTICES OPERATION AND MAINTENANCE AGREEMENT WITH UHC 00661 MORGAN HILL, L.P.

RECOMMENDATION(S)

1. Approve an Improvement Agreement with UHC 00661 Morgan Hill, L.P.;
2. Authorize the City Manager to execute the Improvement Agreement;
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 Improvement Agreement and the Stormwater BMP Operation and Maintenance Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

2018 Strategic Priorities

Infrastructure

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

The Crossings at Monterey is an affordable 39-unit apartment development located on northeast corner of Monterey Road and Biscaglia Avenue, in the Downtown Core (see attached site map). As required by the project's conditions of approval for Site Review, the developer must enter into an Improvement Agreement with the City of Morgan Hill and provide a financial guarantee covering the project's public improvements.

The developer has furnished the City with the necessary documents, surety bonds and insurance of the proposed improvement, to complete the processing of the Improvement Agreement. Staff recommends that City Council authorize the City Manager to sign an Improvement Agreement on behalf of the City, and sign a Stormwater Best Management Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney.

COMMUNITY ENGAGEMENT: Involve

On March 13, 2018, the City approved the Site Review for the project. Residents within a 300 feet radius were informed of the intent to approve the Design Review permit.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On February 21, 2018, the City Council held a Public Hearing regarding the subject Development Agreement, and on March 7, 2018, adopted an Ordinance approving the agreement. The ordinance became effective 30 days later.

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

Project

A Mitigated Negative Declaration was adopted on July 19, 2006.

LINKS/ATTACHMENTS:

1. Site Map
2. Improvement Agreement
3. Stormwater BMP Operation and Maintenance Agreement Form



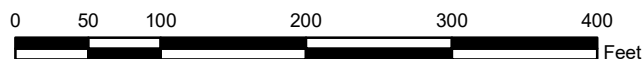
Attachment: Site Map (1899 : APPROVAL OF IMPROVEMENT AGREEMENT WITH UHC 00661 MORGAN HILL, L.P.)



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

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

SITE MAP



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CITY OF MORGAN HILL
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

IMPROVEMENT AGREEMENT

PROPERTY OWNER – UHC 00661 Morgan Hill, L.P., a California Limited Partnership
16800 Monterey Road
APN 817-36-032, 033
The Crossings at Monterey

THIS AGREEMENT is made on this ____ day of _____, 20__, by the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and UHC 00661 Morgan Hill, L.P., a California Limited Partnership ("PROPERTY OWNER").

RECITALS

The following Recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Morgan Hill Municipal Code Chapter 12.02.
2. PROPERTY OWNER has filed a Development Application and supporting documents on the property with the address of **16800 Monterey Road**, and the **APN 817-36-032, 033** having the development name of **The Crossings at Monterey** ("Development").
3. CITY requires as a condition of approval of the Development Permit, as described on said permit, that certain improvements be installed by PROPERTY OWNER as shown on the fully executed Development Improvement Plans entitled **The Crossings at Monterey** ("Improvements"), on file with CITY and incorporated herein by this reference.
4. PROPERTY OWNER has been unable to complete, prior to the issuance of the Development Permit, all of the Improvements required by CITY to the satisfaction of the City Engineer.
5. PROPERTY OWNER is required by the terms of the Morgan Hill 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.

6. To assure CITY that PROPERTY OWNER will complete all the work and Improvements required for the Development, the parties have entered into this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This term of this Agreement shall be six (6) months from the date of issuance of the Development Permit ("Term") unless extended by written agreement.
2. **Improvements.** PROPERTY OWNER agrees to construct the Improvements in a good and workmanlike manner in accordance with the plans and documents filed with and approved by CITY in conjunction with the Development, all of which are incorporated herein by reference. These items of the Improvements shall be completed, constructed and installed at PROPERTY OWNER's sole expense unless agreed to otherwise by CITY.
3. **Rights-of-Way.** Except as otherwise provided by this Agreement, CITY can hold without acceptance or recordation all lands, rights-of-way, and easements offered for dedication. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with the Government Code. All such offers may be accepted and recorded by CITY in its sole discretion at any later date without further notice to PROPERTY OWNER 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.
4. **Improvements: Time Limits.** PROPERTY OWNER agrees to cause all Improvements to be made and constructed to comply with all requirements of Morgan Hill Municipal Code Chapter 12.02, according to the improvement plans for the Development approved by the City Engineer and including any changes or alteration in the Improvements required by the City Engineer. The Improvements shall be completed utilizing CITY standards and specifications. PROPERTY OWNER agrees to complete the Improvements prior to the expiration of this Agreement, or the issuance of the certificate of occupancy, whichever is earlier; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his or her 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 PROPERTY OWNER stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between PROPERTY OWNER 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. PROPERTY OWNER further agrees to maintain the securities described in Section 6 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.

In the event that PROPERTY OWNER shall fail to complete the Improvements within the time provided by this Agreement, CITY may in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Development and complete the Improvements and recover the full cost and expense of construction from PROPERTY OWNER, PROPERTY OWNER's successors and

assigns, PROPERTY OWNER's Performance/Labor & Material Bonds associated with this Development, or from the then owner of the Development, and/or place a lien upon the Development property for the cost and expense. Any and all CITY costs shall include but not be limited to administrative and attorney costs.

5. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the Improvements is to be constructed or installed on land not within the Development or already existing public right-of-way, no construction or installation shall be commenced before the irrevocable offer of dedication or conveyance to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from PROPERTY OWNER to allow construction or installation of the Improvements or work has been obtained and paid for by PROPERTY OWNER.

6. **Bond Requirements.** To secure the performance of each Improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each Improvement required, PROPERTY OWNER shall provide to CITY concurrently with the execution of this Agreement, payment and performance bonds each in the amount of 100% of the total estimated cost of the Improvements as determined by the City Engineer,. A performance bond to secure faithful performance of this Agreement as required by Section 12.02.160 of the Morgan Hill Municipal Code for performance shall be provided in substantially the form set forth in Exhibit B. A payment bond to secure full payment to all persons furnishing or supplying labor or materials as required by Section 12.02.160 of the Morgan Hill Municipal Code for labor and materials shall be provided in substantially the form set forth in Exhibit C. PROPERTY OWNER shall provide an additional guarantee and warranty security (in substantially the form set forth in Exhibit D) of fifty (50%) percent of the City Engineer's estimated cost of the Improvements to guarantee and warranty the Improvements for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 12.02.170 of the Morgan Hill Municipal Code.

Improvements and the City Engineer's Estimated Costs of Improvements as of May 2, 2018 are attached hereto as Exhibit "A".

Any bonds submitted under this Agreement shall be executed by a surety company authorized to write the same in the State of California, and subject to the review and approval of the City's risk manager. All required securities shall be in a form approved by the City Attorney. The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be approved by the City Attorney and the City Engineer. Submittal of the Performance/Labor & Material Bonds is a requirement prior to CITY's issuance of an encroachment permit to do work in CITY's right-of-way. Submittal of the Warranty Bond is a requirement prior to the City Engineer's consideration of acceptance of the public improvements.

Note: If Cash Deposit Agreement Guaranteeing Improvements is utilized for security purposes, the Cash Deposit Agreement amount shall be two hundred (200%) percent of the aforementioned City Engineer's Estimated Costs of Improvements. In lieu of the above, CITY will accept a certificate of deposit in CITY's name with escrow instructions acceptable to the City Engineer, subject to the approval of the City Attorney.

The release of any securities shall be governed by the provisions of Section 12.02.170 of the Morgan Hill Municipal Code.

7. **Irrevocability of Security.** The securities provided under this Agreement shall be irrevocable, shall

not be limited as to time, and may be released only upon the written approval of the City Engineer and City Council.

8. **Duty to Warn.** PROPERTY OWNER shall give adequate warning to the public of each and every dangerous condition which may exist in the Improvements, and will take all reasonable actions to protect the public from any dangerous condition.

9. **Warranty.** PROPERTY OWNER guarantees and warrants the Improvements required by this Agreement and agrees to remedy any defects in the Improvements arising from faulty or defective materials or construction occurring within twelve (12) months after acceptance by CITY of said Improvements. Following notice, PROPERTY OWNER shall, without delay or cost to CITY, repair, replace, or reconstruct any defective or unsatisfactory portion of Improvements. CITY may, at its sole option, perform the repair or replacement itself if PROPERTY OWNER has failed to commence repair within twenty (20) days after CITY has mailed written notice to PROPERTY OWNER. In such event, PROPERTY OWNER agrees to pay the cost of repair and replacement, plus 15%, by CITY; and CITY may recover such costs as a lien against the Development. CITY may proceed immediately to make repairs should an emergency arise without waiving its rights of recovery against PROPERTY OWNER.

10. **Failure of Performance.** In addition to the other remedies provided by this Agreement, CITY shall have recourse to the security given. In the event that CITY seeks recourse against any security, CITY shall have recourse against PROPERTY OWNER for any and all amounts necessary to complete the obligation. All administrative costs, including attorneys' fees shall be a proper charge against the security and PROPERTY OWNER pursuant to Government Code. 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 PROPERTY OWNER's default shall be measured by the cost of completing the required Improvements.

11. **Certificate of Occupancy.** PROPERTY OWNER understands that CITY will expect completion, to the satisfaction of CITY, of specific public improvements as well as private utility improvements prior to CITY Approval of a Certificate of Occupancy for any building on the Development property. The specific improvements shall include activation of all public utilities (water, sewer, storm drain); activation of all private utilities (electric, gas, phone) except for cable; street lights turn-on request filed with P G & E; and full street improvements (curb-gutter and paving with/without final lift) from existing public street to building under consideration for Certificate of Occupancy. PROPERTY OWNER, furthermore, agrees to so inform successor in lot interest should lot be transferred to another party prior to CITY acceptance of public improvements.

12. **Final Toxic Report.** Where applicable, PROPERTY OWNER hereby agrees to furnish the City Attorney with a copy of the Final Toxic Report issued by the appropriate licensed consultant on the proposed Development. This report must be received prior to final acceptance of on-site improvements and issuance of certificate of occupancy.

13. **Public Improvements Fee Schedule.** PROPERTY OWNER shall pay the following sums in cash to CITY pursuant to the provisions of Resolution 1383 and any amendments. These sums shall be paid to CITY at the time of issuance of the Development Permit, prior to occupancy of the unit(s), and shall be in accordance with the attached Department of Public Works Fee Schedules attached hereto demonstrating a

current Total Fee Obligation of **\$898,120 (\$385,816** due at issuance of Development Permit; **\$512,304** prior to occupancy of the residential units). All Fees are estimated and may be increased by CITY subject to current resolutions and ordinances. These fees are subject to a minimum annual revision. PROPERTY OWNER consents to increases in these fees. This Agreement shall not be construed to fix or freeze fees as of any point prior to issuance of Development Permits.

All development fees shall be those in effect at the time of the issuance of the Development Permit for this Development. This Agreement does not entitle the developer to any permit including a grading permit. A separate application for a grading permit should be made to the Building Department.

14. **Other Agreements Associated with This Improvement Agreement:** The following "checked off" Agreements are understood to be associated with this Agreement and have been fully executed prior to or concurrent with this Agreement:

☐ CITY "Streets" Reimbursement Agreement (CITY Ordinance 982)

PROPERTY OWNER acknowledges and agrees that the property is subject to a Reimbursement Agreement whereby PROPERTY OWNER must reimburse CITY for all costs associated with off-site improvements completed by the CITY and/or others or to be completed by CITY and/or others. PROPERTY OWNER agrees to pay CITY for all sums already incurred under the reimbursement agreement prior to issuance of any building permits. If the improvement has not been completed by CITY and/or others, then PROPERTY OWNER or successor-in-interest agrees to fully reimburse CITY for all costs incurred by CITY and/or others in constructing the improvements.

☐ CITY Public/Private Utility Reimbursement Agreement

☐ Landscape & Lighting Maintenance Assessment District Annexation

☐ Improvements Deferral Agreement

15. **Insurance Requirements.**

Commencement of Improvements. Before beginning construction of the improvements, PROPERTY OWNER 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 PROPERTY OWNER 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 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. Coverages may be provided by PROPERTY OWNER's General Contractor if PROPERTY OWNER is not directly insuring such exposures under an "Owners and Contractors Protective Liability Policy (OCP)" on which CITY would be an additional insured. If PROPERTY OWNER will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then PROPERTY OWNER may opt to have all coverages provided by PROPERTY OWNER's General Contractor, provided that a written contract is executed between PROPERTY OWNER 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 PROPERTY OWNER fails to provide any of the required coverage in

full compliance with the requirements outlined in this Agreement, CITY may, at its sole discretion, purchase such coverage at PROPERTY OWNER's expense and deduct the cost from payments due to PROPERTY OWNER, assess payment against Development, or terminate the Agreement for default. PROPERTY OWNER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to PROPERTY OWNER, at any time as deemed necessary to protect the interests of CITY.

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

(1) **Commercial General Liability Insurance ("CGL"):** PROPERTY OWNER shall maintain CGL and shall include coverage for liability arising from PROPERTY OWNER'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 PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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:** PROPERTY OWNER 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 PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If PROPERTY OWNER is self-insured, PROPERTY OWNER must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(3) **Automobile Liability:** PROPERTY OWNER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if PROPERTY OWNER does not own automobiles, then PROPERTY OWNER 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 PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(4) **Pollution (Environmental) Liability:** The performance of PROPERTY OWNER'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. PROPERTY OWNER shall procure and maintain Pollution Liability covering PROPERTY OWNER'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 PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(b) Required Endorsements. PROPERTY OWNER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(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 CITY and CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) ALL policies except Workers Compensation:

"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. PROPERTY OWNER must ensure that each subcontractor is required to maintain the same insurance coverage required under this Section 15, 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 "VII" or better.

(e) **Certificates.** PROPERTY OWNER 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 PROPERTY OWNER's agreement with 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 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

16. **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.
17. **Non-Discrimination.** PROPERTY OWNER covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, or ancestry, in any activity pursuant to this Agreement.
18. **Independent Contractor.** It is agreed to that PROPERTY OWNER shall act and be an independent contractor, and not an agent or employee of CITY.
19. **Compliance with Law.** PROPERTY OWNER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
20. **Right to Inspect and Inspection Fees.** PROPERTY OWNER shall at all times maintain proper facilities and provide safe access for inspection for CITY and its employees to all parts of the Improvements. PROPERTY OWNER 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.
21. **Conflict of Interest and Reporting.** PROPERTY OWNER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
22. **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 PROPERTY OWNER is as follows:

UHC 00661 Morgan Hill, L.P., a California Limited Partnership
2000 E Fourth Street #205
Santa Ana, CA 92705

b. Address of CITY is as follows:

With a copy to:

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

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

23. **PROPERTY OWNER'S Representations.** This Agreement shall include application or items submitted by PROPERTY OWNER to CITY'S Planning Department, Building Department, Planning Commission, and City Council. In the event of any inconsistency between their representations and this Agreement, this Agreement shall govern.

24. **Licenses, Permits and Fees.** PROPERTY OWNER shall obtain a CITY Business License, all permits, and licenses as may be required by this Agreement.

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

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

27. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by PROPERTY OWNER without prior written consent of CITY.

28. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

29. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

30. **Indemnification.** PROPERTY OWNER agrees to protect, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by PROPERTY OWNER, PROPERTY OWNER'S agents, officers, employees, subcontractors, or independent contractors hired by PROPERTY OWNER. The only exception to PROPERTY OWNER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by PROPERTY OWNER.

31. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes

any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and PROPERTY OWNER.

32. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Santa Clara County Superior Court.

33. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

34. **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.

35. **Agreement Runs With the Land.** 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 issuance of the Development Permit and shall constitute a covenant running with the land and an equitable servitude upon the Development real property.

36. **Recording.** It shall be the responsibility of CITY to cause the executed Agreement to be recorded.

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.]

ATTEST:

THE CITY OF MORGAN HILL

City Clerk

Date: _____

City Manager

Date: _____

APPROVED AS TO FORM:

"PROPERTY OWNER"

City Attorney

Date: _____

By:

Title: MANAGER

Date: 8/9/2018

By:

Title: _____

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)

Performance Bond

Page 1 of 3

Version: December 2017

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.

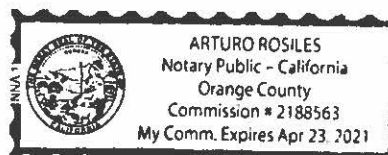
State of California
County of ORANGE ss.

On August 9, 2018 before me, Arturo Rosiles, Notary Public, personally appeared John F. Bigley, who 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.

Arturo Rosiles
Signature



(seal)

EXHIBIT A
IMPROVEMENTS AND
ESTIMATED COSTS OF IMPROVEMENTS
AS OF MAY 2, 2018

Project:	Engineer's Estimate of Probable Costs				Job/File No.
Date:	Crossings at Monterey - Offsite estimate				14018
Item	Description	Quantity		Unit Price	Est. Amount
Demo					
1	PCC removal	3,395	SF	\$1.00	\$3,395.00
2	Curb and Gutter Removal	566	LF	\$3.00	\$1,698.00
					\$5,093.00
Earthwork					
3	Rough Grade Streets, Sidewalks	2,937	SF	\$0.45	\$1,321.65
4	Finish Grade Streets, Sidewalks	2,937	SF	\$0.75	\$2,202.75
	Subtotal:				\$3,524.40
Storm Drainage					
5	15" SD Pipe	59	LF	\$60.00	\$3,540.00
6	Storm Drain Catch Basin	1	EA	\$3,500.00	\$3,500.00
7	Drop Inlet to be removed	2	EA	\$500.00	\$1,000.00
8	SD Manhole	1	EA	\$4,500.00	\$4,500.00
	Subtotal:				\$12,540.00
Sitework/Concrete					
9	2" Grnd & Overlay - existing pavement	13,062	SF	\$3.00	\$39,186.00
10	6" PCC Vertical Curb & Gutter	566	LF	\$27.00	\$15,282.00
11	City Std PCC Driveway	1	LS	\$5,000.00	\$5,000.00
12	City Std PCC Sidewalk	2,937	SF	\$10.00	\$29,370.00
13	4" Asphalt concrete	4,396	SF	\$5.00	\$21,980.00
14	8" Agg base	4,396	SF	\$4.00	\$17,584.00
15	VTA Bus stop	548	SF	\$17.00	\$9,316.00
	Subtotal:				\$137,718.00
Water					
16	4" Domestic water meter	1	EA	\$7,000.00	\$7,000.00
17	1" Irrigation water meter	1	EA	\$1,500.00	\$1,500.00
18	Fire hydrant to be relocated	1	EA	\$1,500.00	\$1,500.00
19	6" Fire water to main	1	LS	\$3,200.00	\$3,200.00
20	Connect to main	1	EA	\$1,500.00	\$1,500.00
	Subtotal:				\$14,700.00
Sewer					
21	SS MH to be removed	1	EA	\$500.00	\$500.00
	Subtotal:				\$500.00
	TOTAL				\$174,075.40
	10% contingency				\$17,407.54
	PROJECT TOTAL				\$191,482.94
Notes					
1	All improvements shall be furnished and installed according to City Standards and Specifications				
2	Quantities are based on plans submitted				

Heather Brunetti
7651 E. Jeremy St
Flagstaff, AZ 86001-7973

Performance Bond
Page 2 of 3
Version: December 2017

EXHIBIT "B"
FORM OF 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 an Improvement Agreement:

UHC 00661 Morgan Hill, L.P., a California Limited Partnership
817-36-032, 033 16800 Monterey Road

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project **THE CROSSINGS AT MONTEREY**, 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 **One Hundred Ninety One Thousand Four Hundred Eighty Three dollars (\$191,483)** 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

Performance Bond
 Page 3 of 3
 Version: December 2017

Attachment: Improvement Agreement [Revision 1] (1899 : APPROVAL OF IMPROVEMENT AGREEMENT WITH UHC 00661 MORGAN HILL, L.P.)

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 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 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: _____

Performance Bond
Page 4 of 3
Version: December 2017

(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)

Performance Bond
Page 6 of 3
Version: December 2017

EXHIBIT "C"
FORM OF 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 UHC 00661 Morgan Hill, LP (hereinafter designated as "the principal") have entered into an Improvement Agreement:

UHC 00661 Morgan Hill, L.P., a California Limited Partnership
817-36-032, 033 16800 Monterey Road

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20_____, and identified as project **THE CROSSINGS AT MONTEREY**, 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, hereinafter called "City," 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 City and all contractors, subcontractors, laborers, materialmen, 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 **One Hundred Ninety One Thousand Four Hundred Eighty Three dollars (\$191,483)**, 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 City 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:

Labor and Material Bond
 Page 1 of 3
 Version: December 2017

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.)

Labor and Material Bond
 Page 2 of 3
 Version: December 2017

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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**

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)

Labor and Material Bond

Page 3 of 3

Version: December 2017

EXHIBIT "D"
FORM OF 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 **UHC 00661 Morgan Hill, L.P., a California Limited Partnership** (hereinafter designated as "Principal") have entered into an Improvement Agreement (hereinafter "Agreement"):

UHC 00661 Morgan Hill, L.P., a California Limited Partnership
817-36-032, 033 16800 Monterey Road

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter "Improvements"), which said Agreement, dated _____, 20_____, and identified as project **The Crossings At Monterey**, 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 **Ninety Five Thousand Seven Hundred Forty Two dollars (\$95,742)** 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 3

Version: October 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 the venue for any dispute pursuant to this Bond will be 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 AS TO FORM:

By: _____

Date: _____

Donald A. Larkin, City Attorney

Warranty Bond
Page 3 of 3
Version: October 2017

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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.

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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)

Warranty Bond
Page 4 of 3
Version: October 2017



CITY OF MORGAN HILL PUBLIC WORKS DEPARTMENT

17575 Peak Avenue Morgan Hill CA 95037 - Office (408)778-6480 Fax (408)779-7236

8.7.18	FEE SCHEDULE: 07.01.2018 Senior - Downtown - Secondary Unit	UHC 00661 Morgan Hill, LP
DATE		NAME
817-36-032,033		2000 E 4th St Ste 205
TRACT / APN		MAILING ADDRESS
16800 Monterey Rd		Santa Ana, CA 92705
ADDRESS / LOT		CITY, STATE, ZIP CODE
15 SFD, 24 MFD (Grading)	1.14.19	714-835-3955
PROJECT DESCRIPTION	FEE SCHEDULE EXPIRATION DATE	PHONE NUMBER

NOTES:

1. PRESSURE REGULATORS ARE REQUIRED ON ALL WATER SERVICES.
2. BACKFLOW PREVENTORS ARE REQUIRED ON ALL NON-RESIDENTIAL WATER SERVICES & FIRE SPRINKLER SERVICES. BACKFLOW INSPECTION FEE SHALL BE PAID PRIOR TO INSPECTION.
3. **MULTI-FAMILY** IS DEFINED AS ANY UNIT WITH TWO BEDROOMS OR LESS.
SINGLE FAMILY IS DEFINED AS ANY UNIT WITH 3 BEDROOMS OR MORE.

☐ **THIS FEE SCHEDULE IS ESTIMATE ONLY**

MJ
CALCULATED BY

CH
CHECKED BY

N/A
BUILDING PERMIT #

DATE BLD PERMIT ISSUED

SEWER IMPACT FEES WITHIN RDA BOUNDARY

CHECK APPLICABLE SCENARIO BELOW

☒ **COMMERCIAL OR INDUSTRIAL WITHIN RDA BOUNDARY**

SEWER IMPACT FOR COMMERCIAL & INDUSTRIAL PROJECTS
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07 PER RES# 6082.

☒ **RESIDENTIAL PROJECTS WITHIN RDCA DOWNTOWN AREA**

SEWER IMPACT FOR SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07.

☐ **NOT IN RDA AREA BOUNDARY**

** BOTH NORMAL FEES AND ADJUSTED FEES ARE SUBJECT
TO ANNUAL CPI INCREASES.

☐ **COMMERCIAL OR INDUSTRIAL SHELL**

**RDA SEWER ALLOCATION
COMPLETED BY:**
(write Initials below)

version 07.01.18 nonstd

WATER FEES:

1. METER DEPOSIT:		650-37672	
<i>(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)</i>			
1"	\$493	x	1 = \$493
1 ½"	\$1,737	x	0 = \$0
2"	\$2,134	x	2 = \$4,268
3" or larger-Time & Material + Meter Cost		=	\$0
METER CREDITS			
\$493	x	3	= -\$1,479
SUBTOTAL =		\$3,282	
2. BACKFLOW CONST. INSPECTION:		650-37859	
<i>(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)</i>			
\$66	x	3	Each = \$198
3. WATER FRONTAGE CHARGE:		650-37663	
<i>(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)</i>			
1 Side	\$70	x	0 LF = \$0
2 Sides	\$39	x	616 LF = \$24,024
4. WATER IMPACT FEE:		651-37648	
<i>(Auth: Res. #5592 approved 08.21.02, Increased 01.15.18)</i>			
a) Residential			
\$3,401	/DU	x	0 DU = \$0
<i>(Senior - Downtown - Secondary Unit)</i>			
b) Commercial			
\$10,701	/AC	x	0 AC = \$0
<i>(Includes Landscape Service)</i>			
WATER CREDITS			
\$0	x	0	= \$0
SUBTOTAL =		\$0	
WATER FEE TOTALS =		\$27,504	
5. ENGINEERING & INSPECTION FEE:		206-38734	
<i>(Minimum \$500.00):</i>			
<i>(Authority: Res. #5902 approved 05.04.05, Updated 07.01.09)</i>			
ENGINEERING ESTIMATE:		\$192,483	
DATE ENGINEERING EST. SUBMITTED:		5.2.18	
% APPLIES TO ENGINEER'S ESTIMATE			
13.3%	\$1	to	\$100,000 = \$13,300
11.8%	\$100,001	to	\$200,000 = \$10,913
10.3%	\$200,001	to	\$500,000 = \$0
8.8%	OVER		\$500,000 = \$0
ENGINEERING FEE		= \$24,213	
DEPOSIT PAID		= \$10,000	
ENGINEERING FEE TOTAL =		\$14,213	
5A. LONG RANGE PLANNING FEE:		207-37912	
LONG RANGE PLANNING FEE (15% of E&I) = \$3,632			

SEWER FEES:

6. SEWER FRONTAGE CHARGE:		640-37663	
<i>(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)</i>			
1 Side	\$70	/LF	x 0 LF = \$0
2 Sides	\$39	/LF	x 616 LF = \$24,024
7. SEWER IMPACT FEE:		641-37648	
<i>(Auth: Res. #6082 approved 02.05.07 & Res. #5592 approved 08.21.02, Increased 01.15.18).</i>			
a) Residential			
\$12,486	/DU	x	0 DU = \$0
<i>(Senior - Downtown - Secondary Unit)</i>			
b) Commercial			
\$50.51	/GPD	x	0 GPD = \$0
SEWER CREDITS			
\$0.00	x	0	= \$0
RDA ASSUMED SEWER OBLIGATION			
\$12,486	/DU	x	0 DU = \$0
<i>(Senior - Downtown - Secondary Unit)</i>			
\$50.51	/GPD	x	0 GPD = \$0
<i>(Commercial)</i>			
SUBTOTAL =		\$0	
SEWER FEE TOTALS =		\$24,024	
STORM DRAIN FEES:			
8. STORM DRAIN FRONTAGE CHARGE:		304-37663	
<i>(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)</i>			
1 Side	\$116	/LF	x 0 LF = \$0
2 Sides	\$57	/LF	x 616 LF = \$35,112
9. STORM DRAIN IMPACT FEE:		303-37648	
<i>(Auth: Res. #5592 approved 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.18)</i>			
\$2,081	/DU	x	39 DU = \$81,159
<i>(Senior - Downtown - Secondary Unit)</i>			
\$43,581	/DU	x	0 DU = \$0
<i>(Commercial)</i>			
STORM CREDITS			
\$0	x	0	= \$0
SUBTOTAL =		\$81,159	
STORM DRAIN FEE TOTALS =		\$116,271	

10. UNDERGROUNDING UTILITIES:					350-37649
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)					
1 Side	\$730	x	0	LF	= \$0
2 Sides	\$368	x	362.3	LF	= \$133,326
11a. PARK IMPACT FEE:					301-37648
(Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$3,691 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit - Sub)					
\$2,684 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit - No Sub)					
11b. PARK MAINTENANCE DEV. FEE:					302-37649
\$0	x	0	EACH	=	\$0
PARK CREDITS					
\$0	x	0		=	\$0
PARK FEE TOTAL					= \$0
12. TRAFFIC IMPACT FEE:					309-37648
(Auth: Res. #15-152 approved 06.17.15 & Res. #5592 approved 08.21.02, Increased 01.15.18).					
\$1,202 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit)					
\$1,938 /DU	x	0	DU	=	\$0
(Commercial)					
TRAFFIC CREDITS					
\$0	x	0		=	\$0
TRAFFIC FEE TOTAL					= \$0
13. LIBRARY IMPACT FEE:					348-37648
(Auth: Res. #5837 appr'd 09.01.04, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$1,355 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit)					
LIBRARY CREDITS					
\$0	x	0		=	\$0
LIBRARY FEE TOTAL					= \$0
14. BURROWING OWL MITIGATION:					232-38145
(Authority: Res. #5765 approved 01.21.04, Increased 07.01.18)					
\$214 /DU		39	DU	=	\$8,346
(Residential)					
\$1,496 /AC		0	AC	=	\$0
(Commercial)					

15a. MAP CHECK FEE:					206-38716
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)					
PARCEL MAP:	\$5,146	=			\$0
TRACT MAP:	\$8,111	=			\$0
LOT LINE ADJ/MERGER:	\$2,843	=			\$0
16. POLICE IMPACT FEE:					311-37648
(Auth: Res. #5686 appr'd 06.18.03, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$528 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit)					
\$1,733 /DU	x	0	DU	=	\$0
(Commercial)					
POLICE CREDITS					
\$0	x	0		=	\$0
POLICE FEE TOTAL					= \$0
17. FIRE IMPACT FEE:					313-37648
(Auth: Res. #6671 approved 07.17.13, Increased 01.15.18)					
\$84 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit)					
\$1,612 /ACRE	x	0	AC	=	\$0
(Commercial)					
FIRE CREDITS					
\$0	x	0		=	\$0
FIRE FEE TOTAL					= \$0
18. PUBLIC FACILITIES IMPACT FEE:					347-37648
(Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$352 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit)					
\$1,173 /ACRE	x	0	AC	=	\$0
(Commercial)					
PUBLIC FACILITIES CREDITS					
\$0	x	0		=	\$0
PUBLIC FACILITIES FEE TOTAL					= \$0
20. COMMNTY/REC CTRS IMPACT FEE:					360-37648
(Auth: Res. #15-152 appr'd 8.17.15, increased 01.15.18)					
\$2,523 /DU	x	0	DU	=	\$0
(Senior - Downtown - Secondary Unit)					
PUBLIC FACILITIES CREDITS					
\$0	x	0		=	\$0
PUBLIC FACILITIES FEE TOTAL					= \$0

19. RDCS MEASURE C FEES:			
Public Facilities	(346-37649)	=	\$0
Storm Drain	(304-37649)	=	\$0
School Pedestrian Safety	(355-37655)	=	\$0
Park Development	(302-37649)	=	\$0
TOTAL MEASURE C FEES		=	\$0

OTHER:			
LED Streetlight Fund	(010-37722)	=	\$58,500
		=	\$0
		=	\$0
TOTAL FEES DUE		=	\$385,816

Notes & Comments: DA 17-0006 MC-14-17, FY-16-17 Allocations : 7, MC-15-14, FY-17-18 Allocations : 32

18.78.230 Public Facilities	Fee		No. of Units	Total
B 2f. Public out of tract improvements per unit=	\$4,400	x	39	\$171,600
B 2g. Capital out of tract Improvement per unit=	\$1,100	x	39	\$42,900
(Deferred for public improvements)			Public Facilities =	\$214,500

18.78.300 Circulation Efficiency	Fee		No. of Units	Total
4 Dedication or out of tract improvements per unit =	\$2,200	x	39	\$85,800
(Deferred for public improvements)			Circulation Efficiency =	\$85,800

18.78.300 Circulation Efficiency	Fee		No. of Units	Total
3. Convert street lights to LED or pay in-lieu per unit =	\$1,500	x	39	\$58,500
Collected			Circulation Efficiency =	\$58,500

Frontage: Monterey Rd = 362.3 LF, Bisceglia = 253.7 LF

****OTHER FEE RESOLUTIONS:**

RESOLUTION 5006, EFFECTIVE 07.03.1996
 RESOLUTION 5128, EFFECTIVE 01.05.1998
 RESOLUTION 5658, EFFECTIVE 03.19.2003
 RESOLUTION 5686, EFFECTIVE 08.18.2003
 RESOLUTION 5765, EFFECTIVE 01.21.2004
 RESOLUTION 5837, EFFECTIVE 10.18.2004
 RESOLUTION 6080, EFFECTIVE 01.17.2007
 RESOLUTION 6133, EFFECTIVE 12.05.2007
 RESOLUTION 6326, EFFECTIVE 04.28.2010
 RESOLUTION 6671, EFFECTIVE 09.16.2013



CITY OF MORGAN HILL PUBLIC WORKS DEPARTMENT

17575 Peak Avenue Morgan Hill CA 95037 - Office (408)778-6480 Fax (408)779-7236

8.7.18	FEE SCHEDULE: 07.01.2018 Senior - Downtown - Secondary Unit	UHC 00661 Morgan Hill, LP
DATE		NAME
817-36-032,033		2000 E 4th St Ste 205
TRACT / APN		MAILING ADDRESS
16800 Monterey Rd		Santa Ana, CA 92705
ADDRESS / LOT		CITY, STATE, ZIP CODE
15 SFD, 24 MFD (Impact Fees)	1.14.19	714-835-3955
PROJECT DESCRIPTION	FEE SCHEDULE EXPIRATION DATE	PHONE NUMBER

NOTES:

1. PRESSURE REGULATORS ARE REQUIRED ON ALL WATER SERVICES.
2. BACKFLOW PREVENTORS ARE REQUIRED ON ALL NON-RESIDENTIAL WATER SERVICES & FIRE SPRINKLER SERVICES. BACKFLOW INSPECTION FEE SHALL BE PAID PRIOR TO INSPECTION.
3. **MULTI-FAMILY** IS DEFINED AS ANY UNIT WITH TWO BEDROOMS OR LESS.
SINGLE FAMILY IS DEFINED AS ANY UNIT WITH 3 BEDROOMS OR MORE.

☐ **THIS FEE SCHEDULE IS ESTIMATE ONLY**

MJ
CALCULATED BY

CH
CHECKED BY

N/A
BUILDING PERMIT #

DATE BLD PERMIT ISSUED

SEWER IMPACT FEES WITHIN RDA BOUNDARY

CHECK APPLICABLE SCENARIO BELOW

☒ **COMMERCIAL OR INDUSTRIAL WITHIN RDA BOUNDARY**

SEWER IMPACT FOR COMMERCIAL & INDUSTRIAL PROJECTS
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07 PER RES# 6082.

☒ **RESIDENTIAL PROJECTS WITHIN RDCA DOWNTOWN AREA**

SEWER IMPACT FOR SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07.

☐ **NOT IN RDA AREA BOUNDARY**

** BOTH NORMAL FEES AND ADJUSTED FEES ARE SUBJECT
TO ANNUAL CPI INCREASES.

☐ **COMMERCIAL OR INDUSTRIAL SHELL**

**RDA SEWER ALLOCATION
COMPLETED BY:**
(write Initials below)

version 07.01.18 nonstd

WATER FEES:

1. METER DEPOSIT:		650-37672	
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)			
1"	\$493	x	0 = \$0
1 1/2"	\$1,737	x	0 = \$0
2"	\$2,134	x	0 = \$0
3" or larger-Time & Material + Meter Cost		= \$0	
METER CREDITS			
\$0 x		0 = \$0	
SUBTOTAL =		\$0	
2. BACKFLOW CONST. INSPECTION:		650-37859	
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)			
\$66	x	0	Each = \$0
3. WATER FRONTAGE CHARGE:		650-37663	
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)			
1 Side	\$70	x	0 LF = \$0
2 Sides	\$39	x	0 LF = \$0
4. WATER IMPACT FEE:		651-37648	
(Auth: Res. #5592 approved 08.21.02, Increased 01.15.18)			
a) Residential			
\$3,401	/DU	x	39 DU = \$132,639
(Senior - Downtown - Secondary Unit)			
b) Commercial			
(Includes Landscape Service)			
\$10,701	/AC	x	0 AC = \$0
WATER CREDITS			
\$0 x		0 = \$0	
SUBTOTAL =		\$132,639	
WATER FEE TOTALS =		\$132,639	
5. ENGINEERING & INSPECTION FEE:		206-38734	
(Minimum \$500.00):			
(Authority: Res. #5902 approved 05.04.05, Updated 07.01.09)			
ENGINEERING ESTIMATE:		\$0	
DATE ENGINEERING EST. SUBMITTED:			
% APPLIES TO ENGINEER'S ESTIMATE			
13.3%	\$1 to \$100,000	= \$0	
11.8%	\$100,001 to \$200,000	= \$0	
10.3%	\$200,001 to \$500,000	= \$0	
8.8%	OVER \$500,000	= \$0	
ENGINEERING FEE		= \$0	
DEPOSIT PAID		= \$0	
ENGINEERING FEE TOTAL =		\$0	
5A. LONG RANGE PLANNING FEE:		207-37912	
LONG RANGE PLANNING FEE (15% of E&I) = \$0			

SEWER FEES:

6. SEWER FRONTAGE CHARGE:		640-37663	
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)			
1 Side	\$70	/LF x	0 LF = \$0
2 Sides	\$39	/LF x	0 LF = \$0
7. SEWER IMPACT FEE:		641-37648	
(Auth: Res. #6082 approved 02.05.07 & Res. #5592 approved 08.21.02, Increased 01.15.18).			
a) Residential			
\$12,486	/DU	x	39 DU = \$486,954
(Senior - Downtown - Secondary Unit)			
b) Commercial			
\$50.51	/GPD	x	0 GPD = \$0
SEWER CREDITS			
\$0.00 x		0 = \$0	
RDA ASSUMED SEWER OBLIGATION			
\$12,486	/DU	x	39 DU = -\$486,954
(Senior - Downtown - Secondary Unit)			
\$50.51	/GPD	x	0 GPD = \$0
(Commercial)			
SUBTOTAL =		\$0	
SEWER FEE TOTALS =		\$0	
STORM DRAIN FEES:			
8. STORM DRAIN FRONTAGE CHARGE:		304-37663	
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)			
1 Side	\$116	/LF x	0 LF = \$0
2 Sides	\$57	/LF x	0 LF = \$0
9. STORM DRAIN IMPACT FEE:		303-37648	
(Auth: Res. #5592 approved 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.18)			
\$2,081	/DU	x	0 DU = \$0
(Senior - Downtown - Secondary Unit)			
\$43,581	/DU	x	0 DU = \$0
(Commercial)			
STORM CREDITS			
\$0 x		0 = \$0	
SUBTOTAL =		\$0	
STORM DRAIN FEE TOTALS =		\$0	

10. UNDERGROUNDING UTILITIES:					350-37649
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)					
1 Side	\$730	x	0	LF	= \$0
2 Sides	\$368	x	0	LF	= \$0
11a. PARK IMPACT FEE:					301-37648
(Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$3,691	/DU	x	39	DU	= \$143,949
(Senior - Downtown - Secondary Unit - Sub)					
\$2,684	/DU	x	0	DU	= \$0
(Senior - Downtown - Secondary Unit - No Sub)					
11b. PARK MAINTENANCE DEV. FEE:					302-37649
\$0	x	0	EACH	=	\$0
PARK CREDITS					
\$0	x	0	=		\$0
PARK FEE TOTAL					= \$143,949
12. TRAFFIC IMPACT FEE:					309-37648
(Auth: Res. #15-152 approved 06.17.15 & Res. #5592 approved 08.21.02, Increased 01.15.18).					
\$1,202	/DU	x	39	DU	= \$46,878
(Senior - Downtown - Secondary Unit)					
\$1,938	/DU	x	0	DU	= \$0
(Commercial)					
TRAFFIC CREDITS					
\$0	x	0	=		\$0
TRAFFIC FEE TOTAL					= \$46,878
13. LIBRARY IMPACT FEE:					348-37648
(Auth: Res. #5837 appr'd 09.01.04, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$1,355	/DU	x	39	DU	= \$52,845
(Senior - Downtown - Secondary Unit)					
LIBRARY CREDITS					
\$0	x	0	=		\$0
LIBRARY FEE TOTAL					= \$52,845
14. BURROWING OWL MITIGATION:					232-38145
(Authority: Res. #5765 approved 01.21.04, Increased 07.01.18)					
\$214	/DU		0	DU	= \$0
(Residential)					
\$1,496	/AC		0	AC	= \$0
(Commercial)					

15a. MAP CHECK FEE:					206-38716
(Authority: Res. #5658 approved 03.19.03, Updated 07.01.18)					
PARCEL MAP:	\$5,146	=			\$0
TRACT MAP:	\$8,111	=			\$0
LOT LINE ADJ/MERGER:	\$2,843	=			\$0
16. POLICE IMPACT FEE:					311-37648
(Auth: Res. #5686 appr'd 06.18.03, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$528	/DU	x	39	DU	= \$20,592
(Senior - Downtown - Secondary Unit)					
\$1,733	/DU	x	0	DU	= \$0
(Commercial)					
POLICE CREDITS					
\$0	x	0	=		\$0
POLICE FEE TOTAL					= \$20,592
17. FIRE IMPACT FEE:					313-37648
(Auth: Res. #6671 approved 07.17.13, Increased 01.15.18)					
\$84	/DU	x	39	DU	= \$3,276
(Senior - Downtown - Secondary Unit)					
\$1,612	/ACRE	x	0	AC	= \$0
(Commercial)					
FIRE CREDITS					
\$0	x	0	=		\$0
FIRE FEE TOTAL					= \$3,276
18. PUBLIC FACILITIES IMPACT FEE:					347-37648
(Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.18)					
\$352	/DU	x	39	DU	= \$13,728
(Senior - Downtown - Secondary Unit)					
\$1,173	/ACRE	x	0	AC	= \$0
(Commercial)					
PUBLIC FACILITIES CREDITS					
\$0	x	0	=		\$0
PUBLIC FACILITIES FEE TOTAL					= \$13,728
20. COMMNTY/REC CTRS IMPACT FEE:					360-37648
(Auth: Res. #15-152 appr'd 8.17.15, increased 01.15.18)					
\$2,523	/DU	x	39	DU	= \$98,397
(Senior - Downtown - Secondary Unit)					
PUBLIC FACILITIES CREDITS					
\$0	x	0	=		\$0
PUBLIC FACILITIES FEE TOTAL					= \$98,397

19. RDCS MEASURE C FEES:			
Public Facilities	(346-37649)	=	\$0
Storm Drain	(304-37649)	=	\$0
School Pedestrian Safety	(355-37655)	=	\$0
Park Development	(302-37649)	=	\$0
TOTAL MEASURE C FEES		=	\$0

OTHER:			
		=	\$0
		=	\$0
		=	\$0
TOTAL FEES DUE		=	\$512,304

Notes & Comments: DA 17-0006 MC-14-17, FY-16-17 Allocations : 7, MC-15-14, FY-17-18 Allocations : 32

18.78.230 Public Facilities	Fee		No. of Units	Total
B 2f. Public out of tract improvements per unit=	\$4,400	x	39	\$171,600
B 2g. Capital out of tract Improvement per unit=	\$1,100	x	39	\$42,900
(Deferred for public improvements)			Public Facilities =	\$214,500

18.78.300 Circulation Efficiency	Fee		No. of Units	Total
4 Dedication or out of tract improvements per unit =	\$2,200	x	39	\$85,800
(Deferred for public improvements)			Circulation Efficiency =	\$85,800

****OTHER FEE RESOLUTIONS:**

RESOLUTION 5006, EFFECTIVE 07.03.1996
 RESOLUTION 5128, EFFECTIVE 01.05.1998
 RESOLUTION 5658, EFFECTIVE 03.19.2003
 RESOLUTION 5686, EFFECTIVE 08.18.2003
 RESOLUTION 5765, EFFECTIVE 01.21.2004
 RESOLUTION 5837, EFFECTIVE 10.18.2004
 RESOLUTION 6080, EFFECTIVE 01.17.2007
 RESOLUTION 6133, EFFECTIVE 12.05.2007
 RESOLUTION 6326, EFFECTIVE 04.28.2010
 RESOLUTION 6671, EFFECTIVE 09.16.2013

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 **UHC 00661 Morgan Hill, L.P.**, (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** prepared by _____ 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"**TBD**

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: August 22, 2018

PREPARED BY: Margarita Balagso, Police Analyst
APPROVED BY: City Manager

APPROVE AGREEMENT ACCEPTING SELECTIVE TRAFFIC ENFORCEMENT GRANT

RECOMMENDATION(S)

Adopt resolution to:

1. Authorize the City Manager to execute an Agreement with the California State Office of Traffic Safety accepting grant funds from the Selective Traffic Enforcement Grant Program in the amount of \$43,000; and
2. Amend the FY 18-19 general fund budget to recognize grant revenue and appropriate \$43,000 in expenditures.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

Maintaining Fiscal Responsibility

GUIDING DOCUMENTS

Vision Zero

REPORT NARRATIVE:

The Police Department has received a grant award in the amount of \$43,000 from the California State Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP). The purpose of the STEP grant is to utilize best practices to reduce the number of persons killed or injured in traffic collisions involving alcohol and other primary collision factors. The Police Department will use a variety of enforcement and education strategies to take impaired drivers off our streets and enhance public awareness in Morgan Hill of the inherent dangers of impaired and/or distracted driving, and work to reduce the number of pedestrian/vehicle collisions.

STEP is a highly competitive grant program that makes grant awards based on the merits of the application and also a jurisdiction's ranking for collisions as compared to other jurisdictions of similar size throughout the state. In 2015, Morgan Hill ranked 22nd out of 93 cities within our ranking category (cities with a population between 25,000 – 50,000) for traffic collisions involving alcohol. The lower the rank, the more severe the issue in the respective jurisdiction. 2015 is the most recent year of rankings provided by OTS. Based on our experiences and ranking, impaired driving is an area of primary concern for the Police Department.

The Police Department will use the grant funds for Officer, Dispatcher, and Multi-Service Officer overtime to conduct the activities outlined in the grant. These include two (2) DUI checkpoints, twelve (12) saturation patrols targeting impaired drivers, five (5) traffic enforcement operations in areas with a high number of pedestrian/vehicle collisions, two (2) distracted driving enforcement operations outside of distracted driving awareness month, and quarterly traffic safety presentations focusing on impaired driving, distracted driving, speeding, and pedestrian safety.

This grant aligns and supports the City's commitment to the implementation of Vision Zero Traffic Safety Initiative. The grant term begins on October 1, 2018 and ends September 30, 2020.

COMMUNITY ENGAGEMENT: Inform

This staff report serves to inform the community of the Police Department's grant award from the STEP Program.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

This is a new grant award and there have been no previous actions taken on this item.

FISCAL AND RESOURCE IMPACT:

The total amount of this grant award is \$43,000. Notification was received after the conclusion of the budget process and therefore was not included in the FY18-20 budget process. Staff recommends an amendment for the grant revenue and an increase in the Field Patrol Division Overtime budget of \$43,000.

CEQA (California Environmental Quality Act):

Not a Project

The grant entails organizational or administrative activities of governments and will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. STEP Grant Award resolution 8-22-18
2. 007-STEP Grant Award Fund 010
3. Grant Agreement - PT19071

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND ADMINISTER, THAT CERTAIN AGREEMENT WITH THE CALIFORNIA STATE OFFICE OF TRAFFIC SAFETY AND APPROVING AMENDMENTS TO THE CITY'S FISCAL YEAR 2018-2019 and 2019-2020 ANNUAL BUDGETS IN THE GENERAL FUND (FUND NO. 010) TO APPROPRIATE A TOTAL OF \$43,000 THEREFORE

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 "Approve Selective Traffic Enforcement Agreement for Grant Award" submitted for City Council consideration at its meeting of August 22, 2018 submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Budget for Fiscal Years 2018-2019 and 2019-2020, 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 Agreement with California State Office of Traffic Safety substantially in the form attached hereto as Exhibit B 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 subsequently administer, including the authority to terminate as necessary or appropriate, the Agreement substantially in the form attached hereto as Exhibit B; provided, specifically, that the total amounts to be received in grant funds by City under the Agreement shall in no event exceed forty three thousand dollars (\$43,000);and
- c. That the City’s previously adopted Fiscal Years 2018-2019 and 2019-2020 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
- d. 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 Years 2018-2019 and 2019-2020 Budgets of the City.

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

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 22 day of August 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:

DATE: _____

Steve Tate, MAYOR

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.XXXX , adopted by the City Council at the meeting held on August 22, 2018.

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

DATE: _____

Irma Torrez, CITY CLERK

Attachment: STEP Grant Award resolution 8-22-18 (1898 : Approve Selective Traffic Enforcement Agreement for Grant Award)

AGENDA BUDGET SCORECARD

FISCAL YEAR 2018-19

ADJUSTMENT #

007

FUND:

DEPARTMENT:

OBJECT:

010	General Fund
3210	Police-Patrol
41505	OVERTIME - SAFETY-SPECIAL PROJECTS

AGENDA DATE:

AGENDA ITEM TITLE:

08/22/18
STEP Grant Award

	07/01/18 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/19 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	17,687,052	41,264,549	41,658,489	17,293,112
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	104,600	(104,600)
RECOMMENDED ACTION	-	43,000	43,000	-
RESULT OF RECOMMENDED ACTION	<u>17,687,052</u>	<u>41,307,549</u>	<u>41,806,089</u>	<u>17,188,512</u>

Attachment: 007-STEP Grant Award Fund 010 (1898 : Approve Selective Traffic Enforcement Agreement for Grant Award)

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Morgan Hill Police Department	3. Grant Period From: 10/01/2018 To: 09/30/2019
4. AGENCY UNIT TO ADMINISTER GRANT Morgan Hill Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$43,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: - Schedule A – Problem Statement, Goals and Objectives and Method of Procedure - Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) - Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) - Exhibit A – Certifications and Assurances - Exhibit B* – OTS Grant Program Manual *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov. We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. GRANT DIRECTOR NAME: David Swing PHONE: (408) 776-7316 TITLE: Chief of Police FAX: ADDRESS: 16200 Vineyard Boulevard Morgan Hill, CA 95037 EMAIL: david.swing@morganhill.ca.gov _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Christina Turner PHONE: (408) 776-7382 TITLE: City Manager FAX: ADDRESS: 16200 Vineyard Boulevard Morgan Hill, CA 95037 EMAIL: christina.turner@morganhill.ca.gov _____ (Signature) (Date)
C. FISCAL OR ACCOUNTING OFFICIAL NAME: Dat Nguyen PHONE: (408) 776-7379 TITLE: Finance Director FAX: ADDRESS: 16200 Vineyard Boulevard Morgan Hill, CA 95037 EMAIL: dat.nguyen@morganhill.ca.gov _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Rhonda L. Craft PHONE: (916) 509-3030 TITLE: Director FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov _____ (Signature) (Date)
E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS INFORMATION DUNS #: 076321504 REGISTERED ADDRESS: 17575 Peak Avenue CITY: Morgan Hill ZIP+4: 95037-7164

Attachment: Grant Agreement - PT19071 (1898 : Approve Selective Traffic Enforcement Agreement for Grant Award)

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-19	20.608	0521-0890-101	2018	2018	29/18	\$30,000.00
402PT-19	20.600	0521-0890-101	2018	2018	29/18	\$13,000.00
				AGREEMENT TOTAL		\$43,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$43,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$43,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE 			DATE SIGNED			

Attachment: Grant Agreement - PT19071 (1898 : Approve Selective Traffic Enforcement Agreement for Grant Award)

1. PROBLEM STATEMENT

The Morgan Hill Police Department is located in Santa Clara County at the southern end of what is known internationally as Silicon Valley. Our city comprises approximately 12 square miles nestled in between the cities of Gilroy to the south and San Jose, a large metropolitan area of over 1M residents, to the north. We are primarily a suburban community that is unique in that we have residential, commercial and retail development as well as agricultural land that is actively cultivated. We have a concentration of high tech and manufacturing companies, but a majority of our residents travel daily to employment centers to the north and south of Morgan Hill. Our population is approximately 42,000 and our resident demographic is primarily households with school age children.

The growth of residential development over the past five years both within our town and to the south in cities such as Gilroy, Hollister and Salinas has significantly impacted traffic during the peak AM and PM commute hours. US Highway 101 runs through Morgan Hill and can slow to a snail's pace in the NB direction starting in the early morning hours and SB starting as early as 2:00 pm. To avoid this, many commuters from outside Morgan Hill use two of our NB/SB arterial streets: Monterey Road and Butterfield Boulevard to bypass 101. Many times, the use of wayfinding apps direct commuters to use our arterial and surface streets to avoid the congestion on the freeway. Commuters from outside our city along with the influx of new residents has resulted in congestion, collisions as well as physical wear and tear on our roadways.

In addition to increased commuter traffic that flows through our city, our downtown is going through a renaissance and it is quickly becoming a renown culinary destination for the region. During the evening hours, especially on the weekends, our downtown is lively and vibrant with varied activities from dinner theater and shopping to the choice of over a dozen restaurants, beer and wine bars. And the growth of our downtown is not slowing down, currently there is a hotel with a restaurant and wine bar under construction as well as six more restaurants and wine bars that are scheduled to open by summer 2018. While the city benefits greatly from this development, the impacts to law enforcement have increased the need for additional enforcement due to a growing number of motorists driving under the influence during the evening hours. DUI citations increased by 16% from 2016 to 2017. As these establishments currently under construction come online, we anticipate the need for even greater DUI enforcement during the evening hours.

The area of primary concern for Morgan Hill involves DUI drivers. The second area is pedestrian/vehicle collisions. According to 2015 OTS rankings, we ranked 22 out of 93 for alcohol involved collisions and 25 out of 93 for HBD drivers between the ages of 21 and 34. We ranked 26 out of 93 similar sized cities involving pedestrians under the age of 15. In 2016, we experienced a spike in all collisions including injury collisions. That year the total number of collisions jumped by 40% over the 3-year average of 2013-2015. Injury collisions rose by 54% in 2016 over the average of the 3 previous years combined. 2017 saw an overall decrease in collisions, with the exception of fatalities – we experienced 3 collisions that resulted in 4 fatalities. We believe this decrease is due to the reinstatement of our Traffic Division in 2016/2017. However, we recognized there is still much work to be done. Since 2015 MHPD has investigated 5 fatality collisions. Most recently we experienced a collision resulting in a double fatality where the driver, who was killed, was under the influence of alcohol. Since 2015, Morgan Hill has experienced an average of 234 collisions with an average of 107 being injury collisions. That is 46% of all collisions resulting in injury. To reduce fatal collisions, in January 2018, the Morgan Hill City Council adopted Vision Zero to implement a comprehensive systems approach prioritize roadway safety. This includes Police Department participation as part of an inter-departmental team working to enhance engineering, enforcement, education and equity among pedestrians, bicyclists and motorists.

OTS grant funds will enable the Morgan Hill Police Department to target DUI drivers as well as pedestrian collisions through active enforcement, education and outreach.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.

4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:		Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.		1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.		10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.		12
4. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.		2
5. Conduct DUI Saturation Patrol operation(s).		12
6. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.		5
7. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.		2
8. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.		2
9. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.		4
3. METHOD OF PROCEDURE		
A. Phase 1 – Program Preparation (1st Quarter of Grant Year)		
• The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the		

worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.

- Collect, analyze and report statistical data relating to the grant goals and objectives.

6.c

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Attachment: Grant Agreement - PT19071 (1898 : Approve Selective Traffic Enforcement Agreement for Grant Award)

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-19	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$30,000.00
402PT-19	20.600	State and Community Highway Safety	\$13,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
<u>Full-Time</u>		\$0.00
<u>Overtime</u>		
Pedestrian and Bicycle Enforcement	20.600	\$2,700.00
Distracted Driving	20.600	\$2,700.00
Traffic Safety Education	20.600	\$1,000.00
Traffic Enforcement	20.600	\$6,600.00
DUI Saturation Patrols	20.608	\$16,400.00
DUI/DL Checkpoints	20.608	\$13,600.00
<u>Part-Time</u>		\$0.00
Category Sub-Total		\$43,000.00
B. TRAVEL EXPENSES		
		\$0.00
		\$0.00
Category Sub-Total		\$0.00
C. CONTRACTUAL SERVICES		
		\$0.00
Category Sub-Total		\$0.00
D. EQUIPMENT		
		\$0.00
Category Sub-Total		\$0.00
E. OTHER DIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$43,000.00

Attachment: Grant Agreement - PT19071 (1898 : Approve Selective Traffic Enforcement Agreement for Grant Award)

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	4
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	5
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	8
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
TRAVEL EXPENSES	
-	
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
-	
OTHER DIRECT COSTS	
-	
INDIRECT COSTS	
-	
STATEMENTS/DISCLAIMERS	
There will be no program income generated from this grant.	
Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.	

CERTIFICATIONS AND ASSURANCES**HIGHWAY SAFETY GRANTS****(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

APPROVAL OF RECLASSIFICATIONS OF POSITIONS, TITLE CHANGE, AND SALARY SCHEDULE

RECOMMENDATION(S)

1. Approve reclassification of Community Services Director to Public Services Director and salary range for Public Services Director;
2. Approve reclassification of Community Services Coordinator to Community Services Supervisor;
3. Approve re-title of the flexibly-staffed classifications of Engineering Aide I/II to Engineering Technician I/II; and
4. Approve Elected Officials and City Council Appointed Positions Salary Schedule.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

Position Reclassifications

It is recommended that the following positions be reclassified as the responsibilities of these positions have evolved and require a higher level of service and expertise to meet the needs of our community and customers.

Community Services Director to Public Services Director

Recommend reclassification of the Community Services Director to the newly established Public Services Director classification to properly compensate for additional duties, including oversight of the Engineering and Utilities Department. The existing Engineering and Utilities Director position has been vacant since December 2017. The Public Services Director will assume the duties of this vacant position, as well as continued oversight of Community Services, with an increase in the monthly salary range (3% to Deferred Compensation Salary Schedule) from \$12,458 - \$16,367 to \$13,078 - \$17,185. Both the Engineering and Utilities Director and Community Services Director positions will remain in the salary schedule but vacant. This would allow the City to return to the previous operating structure in the future if necessary. The Deputy Director of Engineering will continue to serve as the City Engineer in an ongoing capacity.

Community Services Coordinator to Community Services Supervisor
 Recommend reclassification of the Community Services Coordinator (AFSCME) to Community Services Supervisor (Management) and increase the monthly salary range from \$5,590 - \$7,136 to \$7,411 - \$9,456. The Community Services Coordinator position was included in the recent limited Classification Study conducted by Koff & Associates. The results of the study indicated that the responsibilities of the Community Services Coordinator have evolved beyond straightforward community service coordination to a more managerial level of performance, with a major emphasis on marketing-focused duties requiring independent thought, critical judgment, high-level thinking and analytical skills. These recommendations have been shared with AFSCME, and the current incumbent meets all of the recommended minimum qualifications of the Community Services Supervisor.

Title Change: Engineering Aide I/II to Engineering Technician I/II

Based upon the limited Classification Study noted above, it is recommended that the Engineering Aide I/II classifications be retitled to Engineering Technician I/II, as part of a flexibly-staffed series which more accurately reflects the duties and responsibilities of the role and more closely mirrors industry best practices. The Engineering Aide II positions are currently filled with 2 incumbents, and upon approval of the new title, both incumbents will be retitled to Engineering Technician II. The recommended Engineering Technician I/II job description has been shared with AFSCME leadership, and the City Manager has the authority to approve job description changes.

Salary Schedule Adoption

In addition, under recent California Public Employees' Retirement System (CalPERS) regulations, the City Council is required to adopt salary schedules for all identified employee positions, including City Council, City Manager, and City Attorney. Attached is the Appointed and Elected Officials Salary Schedule which includes the 4.0% CPI increase (effective July 1, 2018) that was included in both the City Manager and City Attorney employment agreements.

COMMUNITY ENGAGEMENT: Inform

ALTERNATIVE ACTIONS:

1. The Council could choose not to approve the reclassification of the Community Services Director position to Public Services Director and the associated increase in salary range.
2. The Council could choose not to approve the reclassification of the Community Services Coordinator to Community Services Supervisor and the associated increase in salary range.
3. The Council could choose not to approve the retitling of the flexibly-staffed classifications of Engineering Aide I/II to Engineering Technician I/II.
4. There is no alternative action for approving the Appointed and Elected Officials Salary Schedule as CalPERS is requiring the City to post a salary schedule for all compensated positions.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Periodically, the Council reviews and approves new classifications, changes to existing classifications, reclassifications, and salaries. On June 6, 2018, Council adopted the Management, Professional, and Confidential Employees Resolution and corresponding salary schedules, which included certain classification titles and salaries.

FISCAL AND RESOURCE IMPACT:

The fiscal impact of reclassifying the existing Community Services Director to the new Public Services Director classification will be more than offset by the savings from the unfilled Engineering and Utilities Director position, and the fiscal impact of reclassifying the Community Services Coordinator to Community Services Supervisor will be offset by salary savings associated with current vacant positions. There is no fiscal impact to change the classification title from Engineering Aide I/II to Engineering Technician I/II, as the current salary range remains unchanged.

CEQA (California Environmental Quality Act):

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

LINKS/ATTACHMENTS:

1. Elected Officials and Council Appointed Positions eff. 07.01.18

SALARY SCHEDULE

As of: July 1, 2018

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Annual Maximum
Elected Officials			
Mayor	-	\$834	\$10,008
City Council Members	-	\$313	\$3,756
Appointed by the City Council			
City Manager	-	\$19,933	\$239,196
City Attorney	-	\$19,240	\$230,880
City Clerk	-	\$200	\$2,400
City Treasurer	-	\$200	\$2,400

Compensation for elected officials per City Ordinance No. 1780 and Council Resolution No. 5235.



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

RATIFY AGREEMENT WITH COUNTY OF SANTA CLARA (SAN MARTIN ANIMAL SHELTER) FOR ANIMAL SERVICES

RECOMMENDATION(S)

Ratify the three-year agreement, for a total of \$92,727, with Santa Clara County Animal Shelter (San Martin), for the housing and medical treatment of stray animals.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

2018 Strategic Priorities

Financial Stewardship

REPORT NARRATIVE:

In 2015, the Police Department received an appropriation of \$5,000 to participate in the County's Spay and Neuter program. In 2016, City added cat sheltering services with the County for \$11,000. In 2017, appropriations for cat sheltering services were increased by \$15,000, which increased the total to \$31,000, for animal related services, with the County.

The Police Department has explored the potential costs to contract with County Animal Services to provide animal services including sheltering and care of injured and sick stray animals, and spay/neuter services. The County indicated these services could be performed for approximately \$30,000 per year for a total of \$92,727 over 3 years, including a 3% increase per year.

During the FY 18-19 budget process, City Council approved \$30,000 in funding aimed at setting a fixed price for these animal services by entering into an agreement with the County for unlimited stray animals. The Agreement was signed by the City Manager and City Attorney, as the Council approved the \$30,000 in funding for FY 18-19, and so that the City may continue receiving services from the County without any lapse. Staff hereby recommends City Council ratify the agreement for the full three-year term.

The County has prepared the attached Agreement for a three-year term, with a not to exceed amount of \$92,727. The terms of the contract would be as follows:

July 1, 2018 – June 30, 2019	\$30,000	Due by July 11, 2018
July 1, 2019 – June 30, 2020	\$30,900	Due by July 11, 2019

July 1, 2020 – June 30, 2021 \$31,827 Due by July 11, 2020

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the Agreement between the County (San Martin Animal Shelter) and the City.

ALTERNATIVE ACTIONS:

No alternative actions are recommended at this time.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Appropriations for this item were approved as part of the FY2018-2020 budget process.

FISCAL AND RESOURCE IMPACT:

Total cost for this agreement for three years will be \$92,727. Funds have been appropriated and included in the Police Department's operating budget for FY18-19 and FY19-20 (GL# 010.3210.42231). Funding for year 3 of the Agreement will be part of the FY 20-21 budget process.

CEQA (California Environmental Quality Act):

Not a Project. This contract provides organizational or administrative activities of governments that do not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. San Martin Animal Shelter Contract

**AGREEMENT BETWEEN THE
COUNTY OF SANTA CLARA AND THE CITY OF MORGAN HILL
FOR ANIMAL SHELTERING SERVICES**

The County of Santa Clara (COUNTY), and the City of Morgan Hill, a municipal corporation (CITY) enter into this Agreement as of July 1, 2018.

RECITALS

WHEREAS, CITY currently houses stray dogs at kennels maintained by the Morgan Hill Police Department for the duration of the required stray holding period, and

WHEREAS, COUNTY receives and dispositions CITY dogs after the required holding period is satisfied, and

WHEREAS, CITY and COUNTY have a Letter of Understanding and practice dating back to January 31, 1998 confirming that CITY will reimburse costs to COUNTY per animal transferred, and

WHEREAS, CITY desires to secure animal shelter services for domestic animals found within the incorporated area of Morgan Hill, and

WHEREAS, COUNTY has the necessary expertise and skill to perform those services and COUNTY's proposal can best meet CITY's needs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between CITY and COUNTY shall consist of:

This Agreement;
Exhibit A – Scope of Services; and
Exhibit B – Compensation

If any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced Exhibits arise, the provisions of this Agreement prevail.

This Agreement and the Exhibits set forth above contain all of the agreements, representations, and understandings of the PARTIES hereto, and supersede and replace any previous understanding, commitments, or agreements, whether oral or written.

2. SCOPE OF SERVICES

COUNTY shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services"

3. TERM OF AGREEMENT

This Agreement is effective from July 1, 2018 to June 30, 2021, unless otherwise terminated under Section 5 (TERMINATION) below.

4. COMPENSATION

CITY shall pay COUNTY for the costs of animal sheltering services under this Agreement. The terms, rate, and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation".

Agreement for Animal
Sheltering Services with
City of Morgan Hill

5. TERMINATION

5.1 Termination Without Cause

Either PARTY may terminate this Agreement, without cause, by giving not less than thirty (30) days written notice.

5.2 Termination for Material Breach

Either PARTY may terminate the Agreement in the event of breach of material obligations under this Agreement immediately upon written notice.

5.3 Termination Authority

The Chief of Police of the CITY is empowered to terminate this Agreement on behalf of CITY.

The County Director of the Consumer Environmental Protection Agency, or authorized designee, may terminate this Agreement on behalf of the County.

5.4 Consequences of Termination

In the event of termination, COUNTY shall make reasonable and good faith efforts to deliver to CITY records for animals sheltered by COUNTY under this Agreement in a timely manner. COUNTY shall refund the CITY a prorated amount of funds based on the time remaining in the fiscal year.

6. INDEMNIFICATION

City shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with this Agreement by City and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for the County. City shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

7. WAIVER

PARTIES agree that waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision.

8. INDEPENDENT CONTRACTOR

COUNTY, in the performance of this Agreement, is an independent contractor. COUNTY shall maintain complete control over all of COUNTY's employees, any subcontracting subcontractors, and COUNTY's operations. Neither COUNTY nor any person retained by COUNTY may represent, act, or purport to act as the agent, representative or employee of CITY. Neither COUNTY nor CITY is granted any right or authority to assume or create any obligation on behalf of the other.

9. COMPLIANCE WITH LAWS

PARTIES shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

10. CONFLICT OF INTEREST

PARTIES shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

11. NONDISCRIMINATION

PARTIES agree that it shall not discriminate against, or segregate, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

12. CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for PARTIES in performance of this Agreement, are confidential and must not be disclosed to any person except as authorized by written consent of the other PARTY, or as required by law.

13. COUNTY'S RECORDS**13.1 Maintenance during Term**

COUNTY shall maintain records, including any ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to COUNTY pursuant to this Agreement.

13.2 Maintenance after Term

COUNTY shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

14. ASSIGNABILITY

The PARTIES agree that COUNTY's expertise and experience are material considerations for this Agreement. COUNTY may not assign the performance of any obligation or interest under this Agreement, except as authorized under Section 15 on "Subcontractors" below.

15. SUBCONTRACTORS**15.1 Authorized Subcontractors**

Notwithstanding Section 14 (ASSIGNABILITY) above, COUNTY may use subcontractors in performing COUNTY's services. COUNTY shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors.

16. GOVERNING LAW

This Agreement must be construed, and its performance enforced under California law.

17. VENUE

In the event that either PARTY brings suit, the PARTIES agree that venue is vested in Santa Clara County Superior Court or United States District Court, Northern District of California, San José, California.

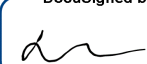
20. CONTRACT EXECUTION

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

WITNESS THE EXECUTION HEREOF on the day and year first written above.

CITY OF MORGAN HILL

APPROVED AS TO FORM:

DocuSigned by:
By: 
031BC5C9330F485...
DONALD LARKIN
City Attorney, City of Morgan Hill

Date: 7/16/2018

CITY OF MORGAN HILL, a municipal
Corporation

DocuSigned by:
By: 
6D0198AF549924D...
CHRISTINA J. TURNER
City Manager, City of Morgan Hill

Date: 7/26/2018

COUNTY OF SANTA CLARA

APPROVED:

By: _____
MIRIAM SINGER
Chief Procurement Officer

Date: _____

By: _____
JO ZIENTEK
Director, Consumer and Environmental
Protection Agency

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
JAVIER SERRANO
Deputy County Counsel

Date: _____

EXHIBIT A SCOPE OF SERVICES

COUNTY shall provide:

1. Sheltering of abandoned, impounded, lost or stray domestic animals found in the incorporated are of Morgan Hill;
2. Quarantine of biting domestic animals;
3. Provision for reclaim of abandoned, lost or stray domestic animals during established business hours;
4. Euthanization and disposal of abandoned, lost, impounded, or stray domestic animals that are unclaimed by their owners and are deemed unfit for adoption, rescue or return-to-field; and
5. Return-to-field of feral and community cats after sterilization and vaccination.
6. Owner-relinquished animals and confiscated animals will be accepted on approval of the Manager after considering shelter population, space available, and costs.

As part of the Shelter Services, COUNTY shall provide the following veterinary services:

1. Provision of veterinarian services during established business hours to treat and provide veterinarian care to stray, injured, or sick dogs, cats, and other impounded domestic animals;
2. Monitor quarantined animals; and
3. Access to low-cost spay/neuter services as provided to residents of the unincorporated areas of Santa Clara County.

COUNTY shall provide sheltering and veterinary care of domestic animals during normally staffed hours, which are Monday thru Friday from 8:00 am thru 6:00 pm and Saturday and Sunday from 8:00 am thru 5:00 pm. Services will not be available on COUNTY holidays, however, CITY will have access to "night drop" kennels based on availability. Only dogs that appear to be free of injury may be left in the "night drop" kennels by authorized MORGAN HILL staff. Dogs that are not bright, alert and active, have open wounds, broken limbs or have been hit by a car must be taken to an emergency veterinarian at the CITY'S expense, but may be transported to the shelter by the CITY during operational hours for continued care.

Animals taken into custody by MORGAN HILL that are to be impounded by COUNTY are to transported promptly and humanely, and shall be made available for owner redemption as required by law. Animals requiring a quarantine hold will be made available following the quarantine period. Whenever an animal is impounded with identification, COUNTY will make reasonable attempt to notify owners of the animal's impoundment. Under any other circumstance which CITY requests that an animal not be made available for reclaim, adoption, rescue or return-to-field must be approved by the Animal Control Program Manager prior to impoundment. COUNTY will require an address (in the case of cats) or a street and cross street (in the case of all other animals) where each animal was found from both MORGAN HILL and its residents, prior to accepting an animal for impound.

COUNTY may collect fees from the public in connection with a portion of Animal Sheltering Services provided under this agreement and as consistent with the County Ordinance, including but not limited to impound, boarding and quarantine fees. These fees shall be at the rates established by COUNTY.

**EXHIBIT B
COMPENSATION****Invoicing and Payment****1. Payment to COUNTY**

For Animal Sheltering Services provided by COUNTY to the CITY Under this Agreement, CITY shall pay COUNTY for the costs of animal shelter and other services for the period of July 1, 2018 through June 30, 2021 at the following rate:

July 1, 2018 - June 30, 2019	\$30,000	Due July 11, 2018
July 1, 2019 - June 30, 2020	30,900	Due July 11, 2019
July 1, 2020 - June 30, 2021	31,827	Due July 11, 2020



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

PREPARED BY: Rebecca Garcia, Housing Manager
APPROVED BY: City Manager

APPROVE FUNDS FOR TEMPORARY EMERGENCY HOTEL STAYS FOR THOSE AT-RISK OF HOMELESSNESS AS A RESULT OF BEING DISPLACED

RECOMMENDATION(S)

Approve the use of housing funds (maximum \$7,000) to be used for a 3-day emergency hotel stay, in the event that a household receives a notice of violation or “red tag” from City code enforcement, resulting in a temporary and immediate homeless situation.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community

2018 Strategic Priorities

Regional Initiatives

GUIDING DOCUMENTS

General Plan/Housing Element

POLICY CONSIDERATIONS:

Should City Council consider authorizing the limited use of a one-time, three-day hotel stay for families that have been displaced, and are at risk of homelessness due to unsafe building conditions?

REPORT NARRATIVE:

Several times per year a residential dwelling within the City may be deemed uninhabitable and receive a code enforcement notice of violation for health and safety defects. This violation is called a “red tag” and can impact owner occupied or rental property. The term “red tag” is used in the building industry to describe occupied properties that have been cited for structural problems or other hazards. The red tag is meant to denote that the home is not safe or fit for human habitation. On occasion, the Code Compliance Officer is in the difficult position to determine that a home is not habitable and that the family living in the dwelling must immediately vacate the home for their own safety. Naturally, this is difficult to do, and only done when severe unsafe conditions exist and threaten the individuals living in the home. Although this does not happen often, it does happen, and is particularly difficult if it impacts lower income households. Because the housing market is fiercely competitive, and vacancies are at an all-time low, the household can be challenged to find immediate new accommodations overnight.

Staff is requesting that if a home is red tagged, and the family presents a dire need with no other temporary housing options available, including Red Cross, moving in with family, their own financial resources, etc., that the City Council authorize purchase of up to a three-day hotel voucher in a local hotel as a temporary solution to this immediate homeless situation. While three days in a hotel is not a long-term solution, it would provide time to allow the evicted to connect with family, friends, and housing agencies to develop a planned alternative living situation.

This response resembles the Red Cross's model whereby they assist victims of natural disasters, floods, and fires with a three-day hotel stay to allow them to catch their breath and devise an alternative plan. The Red Cross can only aid during natural disasters, and no other housing agencies readily offer emergency stays; thus, building in this type of assistance into the Housing and Code Compliance Program fills a gap, and allows the team to be proactive and prepared for such situations, should they arise. In addition to providing a three-day hotel stay, staff will assist the household with resources and referrals, housing search guidance, and the connection to other health and human County services, as needed. This time at a hotel often gives displaced families enough time to secure stable housing, especially those with homeowners or renters insurance.

The average room rate for households of four people per one room is \$119 to \$237 per night Monday through Thursday, and approximately 15% higher on the weekends. Staff is requesting that a maximum of \$7,000 from the Housing Fund (236) be set aside for emergency hotel vouchers to be used as needed for families whose living situation has become uninhabitable as a result of being red tagged and are at risk of being homeless.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended voucher program.

ALTERNATIVE ACTIONS:

As an alternative to the staff recommendation, the City Council may choose to not approve the emergency hotel assistance and or direct staff to identify alternative solutions.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

This item is not included in the FY 18-19 adopted budget and is a proposed amendment of \$7,000 from the Housing Fund (236). A Budget Scorecard is attached.

CEQA (California Environmental Quality Act):

Not a Project. This report is to inform policy regarding the Housing Program.

Under the CEQA guidelines, activities that qualify to be listed as "Not a Project" include general policy and procedure making.

LINKS/ATTACHMENTS:

1. Budget Scorecard -Temporary Emergency Hotel Stay Fund 236

AGENDA BUDGET SCORECARD**FISCAL YEAR 2018-19****ADJUSTMENT #**

006

FUND:

236 Housing Mitigation Fund

DEPARTMENT:

7100 Housing Development

OBJECT:

86441 HOUSING PROGRAMS

AGENDA DATE:

08/22/18

AGENDA ITEM TITLE:Temporary Emergency Hotel Stay for those At-Risk of Homelessness
as a Result of Being Displaced

	07/01/18 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/19 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	2,716,608	1,613,912	2,297,424	2,033,096
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	1,000,000	1,000,000	-
RECOMMENDED ACTION	-	-	7,000	(7,000)
RESULT OF RECOMMENDED ACTION	<u>2,716,608</u>	<u>2,613,912</u>	<u>3,304,424</u>	<u>2,026,096</u>



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

APPROVE AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATIONS

RECOMMENDATION(S)

Approve agreement with EV Connect, Inc. to install and administer electric vehicle charging stations at the Centennial Recreation Center and the John Moreno Police Facility, and authorize the City Manager to execute the agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The purpose of this item is to provide the City Council with an opportunity to consider an agreement to place electric vehicle chargers at the Centennial Recreation Center (CRC) and the John Moreno Police Facility (Facility).

Electric vehicles (EVs) are gaining in popularity and are a key tool for California reaching its climate action goals. Like the rest of the State, approximately one-half of Morgan Hill's climate changing emissions are associated with vehicles. When combined with the carbon-free electricity provided by Silicon Valley Clean Energy, EVs represent a potent tool in combating climate change.

While charging vehicles at home remains the most prevalent vehicle charging practice by EV owners, workplace charging is becoming increasingly popular. For employees that live some distance away from their workplace, having a workplace charger may be necessary in order for them to even consider purchasing an EV.

As part of their settlement with the State for violating air pollution standards, Volkswagen is sponsoring the installation of workplace EV chargers through their agreement with EV Connect. As indicated in the attached agreement, EV Connect will supply and install the chargers at the selected sites, which must have at least 50 employees, and the City and EV Connect will share in the revenues from the chargers. This is an excellent opportunity for the City to provide workplace chargers for employees at the CRC and the Facility. The chargers at the CRC will also be made available to the public.

COMMUNITY ENGAGEMENT: Inform

Once the chargers are installed, teammates at both the CRC and the Police Facility will be informed about the opportunity for workplace EV charging. CRC members will be notified about the opportunity for “workout” charging. No community engagement was completed prior to presenting this item for consideration as the idea is neither controversial nor are the chargers going to be installed close to private property.

ALTERNATIVE ACTIONS:

The Council could decline to approve the agreement or to delay action pending additional information. Delaying action may jeopardize the opportunity to secure the chargers as a limited number of chargers are available.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City has included EV chargers in the Downtown Garage and at the Civic Center. An agreement with EV Connect has not been previously considered.

FISCAL AND RESOURCE IMPACT:

There are no capital costs associated with the agreement as EV Connect is responsible for the purchase and installation of the chargers.

The City will have ongoing costs for the electricity supplied to the chargers and these costs can be recovered through fees charged to the EV owners using the chargers. Supporting this type of activity is included in the work program of the Community Services Department. The revenues generated from these charging stations will be deposited to the General Fund.

CEQA (California Environmental Quality Act):

Categorical Exemption

All activities resulting from this grant will be minor alterations of existing facilities and are categorically exempt from CEQA per Section 15301 (Existing Facilities) of the CEQA Guidelines.

LINKS/ATTACHMENTS:

1. EVC-EA Site Host Agreement - (FINAL) 7-9-2018 (002) (002)



Electric Vehicle Charge Station Site Host Agreement

This Electric Vehicle Charge Station Site Host Agreement ("Agreement") regarding electric vehicle supply equipment (EVSE) is effective as of the date the last party signs this Agreement (the "Effective Date") between:

EV Connect, Inc. (a California Corporation) ("EV Connect"):

615 North Nash Street
Suite 203
El Segundo, CA 90245
(888) 780-0062

-and-

Charging Site Host:	<u>City of Morgan Hill</u>
Address:	<u>17575 Peak Ave</u>
City, State, Zip Code:	<u>Morgan Hill, CA 95037</u>
Contact Name:	<u>Anthony Eulo</u>
Telephone Number(s):	<u>408-310-4179</u>
Email:	<u>Anthony.Eulo@morganhill.ca.gov</u>

Please list on Attachment A the site location(s) and denote any known special instructions.

EV Connect and the Charging Site Host (either individually "Party" or collectively "Parties") agree as follows:

1. Term of Agreement

This Agreement shall commence on the Effective Date and shall continue through the end of required reporting as discussed in Paragraph 4, (the "Term"). This Agreement may be terminated early in accordance with the Termination section of this Agreement.

2. Terms and Definitions

The definitions for the following terms which are used throughout this Agreement are as follows:

Network	EVSE Network
Sponsor	Electrify America
EVSE	Electric Vehicle Supply Equipment
The Project	Electrify America Workplace/MUD program
Station Utilization Reporting	Station utilization reports are available to the Charging Site Host via EV Connect's Site Host Portal and will be provided to Electrify America via an Application Programming Interface (API).
Site	Location where the EVSE will be used



3. EV Connect Goods and Services

In consideration of Charging Site Host's participation in The Project and for allowing the collection of the Data, as described below, EV Connect agrees to provide the following goods and services:

1. Provide Level II (240 VAC) charge stations (EVSEs) for Charging Site Host use;
2. Provide installation of EVSEs through subcontractors;
3. Provide an EV charging management platform/network to manage all aspects of the charging experience;
4. Provide training on how to use the EV Charging management platform; and
5. Provide on-going warranty support and repair through subcontractors, for the Term of the Agreement

4. EVSE Data

Charging Site Host acknowledges that Sponsor has provided funding for The Project through the term of this Agreement. In consideration of the Goods and Services provided, and as part of this project, Charging Site Host acknowledges and agrees to allow EV Connect reasonable access to the EVSE at the Site and existing sources of electrical energy that power the EVSE in order for EV Connect to collect and transmit EVSE Data regarding both private and public use of the EVSE during the Term of this Agreement. This obligation to provide power and to allow access, data collection and transmission shall commence upon the Effective Date, and shall end on December 31, 2026. In addition, Charging Site Host further acknowledges that the data provided by the EVSE at the Site is the property of the Sponsor.

5. Charging Site Host's Representations, Warranties and Commitments

Charging Site Host covenants to EV Connect that the Charging Site Host:

- a) Upon reasonable notice, will allow EV Connect and its contractors reasonable access to the EVSE in order for EV Connect to collect, use, maintain and distribute the data to EV Connect and The Project partners and participants;
- b) Will provide and maintain the supply of electric power, at Charging Site Host's cost, to the EVSE for the duration of the Term of this Agreement;
- c) Is not required to make the EVSEs available to the general public, but may do so at its discretion;
- d) Will set driver usage pricing for its own user groups (e.g., employees, residents), which may include "free-of-charge" usage to these groups. For EVSEs that Charging Site Host makes available to the general public, Charging Site Host may set driver usage pricing different from the pricing of its own user groups. See Section 3 of the attached Site Host Agreement Rider for how usage fees are to be calculated. Any revenues generated by the EVSE's pricing to the user groups or general public (less Transaction Fees, which are described in the Site Host Rider Agreement attachment herein) will be split with the EV Connect, with 50% going to the Charging Site Host and 50% going to EV Connect;
- e) Will not knowingly allow the EVSE to be maintained, opened, modified, reverse engineered, disassembled on the whole or any part thereof in any manner, or repaired by anyone other than EV Connect or its licensed contractors;
- f) Will not transfer, assign, encumber or pledge the EVSE;
- g) Assumes all responsibility in obtaining any required approvals from property owners, landlords and/or corporate offices; and is responsible for approval of the terms and execution of EVSE installation and EVSE siting provided by EV Connect;
- h) Will not uninstall the EVSE;



- i) Will make its EVSE reasonably available for electric vehicle educational and/or awareness programs sponsored by EV Connect and/or Sponsor; and
- j) Has no other internal or external funding committed or likely to be spent for the EVSE described in and through the term of this Agreement.
- k) Agrees that any non-usage based credits, benefits, rebates, refunds, or similar governmental incentives or the value thereof resulting from the installation of the Charging Stations belong to Electrify America. Site Host agrees to cooperate with Electrify America to pursue the same but is not required to bear any out-of-pocket costs in providing such cooperation.

6. Ownership

- 6.1** Charging Site Host will receive title to and ownership of the EVSE through the Term of this Agreement. All of the data, information, content, services and software displayed on, transmitted through, or used in connection with the use and operation of the EVSE, including, but not limited to, advertising, text, photographs, images, illustrations, video, HTML source and object code, software, data, Internet account access, and the like (collectively, the "Content") is owned by EV Connect and its affiliates, licensors, or suppliers. The "Content" is protected by copyright, trademark, and other intellectual property laws of the United States of America.
- 6.2** During the term of this Agreement, EV Connect grants to the Charging Site Host a non-exclusive and non-transferable license to use such software in the form in which it is embedded in the EVSE on the delivery date for use in conjunction with other parts of the EVSE on the condition that the EVSE shall be used for its intended purpose only. Nothing contained in this Section shall be construed as an assignment or transfer of any copyright, design right or other intellectual property rights in such software, all of which rights are owned by EV Connect.
- 6.3** Upon the cancellation or termination of this Agreement, Sponsor has the right to take possession and remove EVSEs from the Site, or upon entering into a subsequent written agreement with Charging Site Host, continue to operate the EVSE with or without management services from EV Connect. Upon the expiration of this Agreement, ownership and title of the EVSEs shall revert to the Charging Site Host, which shall then bear all responsibility for the installation, equipment, operation and maintenance.

7. Use of Mark/Advertising

EV Connect and Charging Site Host each hereby grant to the other, only during the Term of this Agreement, a nonexclusive, non-transferable, non-assignable license to use the name and marks owned by the Parties: (i) on the EVSEs installed at a Site; (ii) in relation to the advertising and promotion of the EVSEs, the services provided by the EVSEs, and any ancillary goods or services of EV Connect offered at the Sites; and (iii) in relation to advertising and promoting the business relationship between the Parties, including use on Websites, software/smart phone applications, or marketing materials.

8. Sponsor Rights and Limitations of Liability

The Charging Site Host hereby acknowledges that the Sponsor is an intended third-party beneficiary of this Agreement.

- 8.1** Charging Site Host agrees to allow Sponsor to use the data collected from such EVSEs installed at their Site for the purpose of publicizing The Project under which the charging stations were granted.
- 8.2** Charging Site Host acknowledges that Sponsor has provided funding for the EVSEs, installation, network services, and ongoing warranty/maintenance of the EVSEs. Charging Site Host acknowledges and agrees that Sponsor shall have no liability to Charging Site Host relating to the installation and operation of the charging stations or otherwise relating to the Agreement, and that all such liability and responsibility shall be between Charging Site Host and EV Connect.



8.3 Charging Site Host shall, at its sole cost and expense, throughout the term of this Agreement, maintain insurance in the following types and amounts: Commercial general liability insurance for bodily injury liability, including death and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster. All such insurance shall be evidenced by insurance policies, each of which will: (i) name or be endorsed to cover Sponsor and EV Connect as additional insureds; (ii) provide that such policy may not be cancelled or modified until at least 30 days after receipt by Sponsor of written notice thereof; and be reasonably satisfactory to Sponsor.

8.4 Indemnification. To the fullest extent permitted by law, the Charging Site Host shall defend, indemnify and hold harmless EV Connect, Sponsor, its agents and employees from and against any and all claims, actions, damages, losses, expense and costs of every nature and kind, including attorneys' fees up and through any and all appeals, incurred by or asserted or imposed against EV Connect or Sponsor resulting from, arising out of negligence or misconduct of the Charging Site Host or any of its subcontractor's performance of this Agreement, except to the extent caused by the negligence or willful misconduct of EV Connect or Sponsor. To the fullest extent permitted by law, EV Connect and Sponsor shall defend, indemnify and hold harmless Charging Site Host, its agents and employees from and against any and all claims, actions, damages, losses, expense and costs of every nature and kind, including attorneys' fees up and through any and all appeals, incurred by or asserted or imposed against Charging Site Host resulting from, arising out of negligence or misconduct of EV Connect, Sponsor or any of its subcontractor's performance of this Agreement, except to the extent caused by the negligence or willful misconduct of Charging Site Host. The obligation of the Charging Site Host under this Article shall survive any expiration or termination of this Agreement and shall not be limited by any enumeration herein of required insurance coverage. All money expended by EV Connect or Sponsor as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Charging Site Host to EV Connect or Sponsor as the case may be. The Charging Site Host shall require this same indemnification clause from any and all contractors and others who work on the Project.

9. Termination of this Agreement

9.1 Without Cause: This Agreement may be terminated by EV Connect in writing to the Charging Site Host, without cause, at any time and for any reason, including the termination of The Project or a reduction in The Project funding, whereupon the Parties shall be fully released from their respective duties, rights, obligations and liabilities under this Agreement, except as provided below.

9.2 For Cause: This Agreement may be terminated in writing by either party for Cause if either party violates any term of this Agreement and fails to cure the same within thirty (30) days of receiving written notice of such default. Upon such termination of this Agreement for Cause, as its sole and exclusive remedy, Sponsor shall have the right, but not the obligation, to disable or remove (at its sole cost and expense) any or all of the EVSE installed at the Site and terminate services to Charging Site Host. Removal of EVSE includes site restoration to a safe and reasonable condition, but does not include the responsibility to restore the site to the same condition as prior to the installation of the EVSE. In the event that Sponsor does not elect to remove the EVSE within one hundred and eighty days (180) days following such termination, the EVSE shall be deemed abandoned by Sponsor and Charging Site Host shall possess all rights, title, and interest in and to the same.

Should the termination for Cause be solely the result of a violation of the terms of this Agreement by EV Connect which fails to cure the same within thirty (30) days of receiving written notice of such default, the Sponsor may assign all of the rights and obligations held by EV Connect in this Agreement to itself or an agent of Sponsor.

Should the termination for Cause be solely the result of a violation of the terms of this Agreement by the Charging Site Host which fails to cure the same within thirty (30) day of receiving written notice of such default, the Charging Site Host shall be solely responsible for reimbursing the Sponsor for the straight-line depreciated (over 10 years) installation costs associated with The Project.

10. Dispute Resolution

Except where necessary to seek injunctive relief to prevent or enjoin loss or harm to Intellectual Property, any dispute arising out of or relating to this Agreement shall be subject to mandatory confidential mediation for a period of up to thirty days, unless extended mutually by the Parties, by a neutral third-party mediator acceptable to both Parties. Any dispute not resolved by such



mediation, arising out of or relating to this Agreement shall be subject to final and binding arbitration under the then-current Commercial Arbitration Rules of the American Arbitration Association; provided that the arbitrator(s) shall be neutral and shall be chosen from a panel of arbitrators knowledgeable in the business of electronics manufacturing. The arbitration shall be held in Los Angeles, CA, unless otherwise mutually agreed by the Parties. The arbitrator(s) shall not have the power to award punitive or exemplary damages, or any damages which are disclaimed or waived in this Agreement. The decision and award of the arbitrator(s) shall be final and binding, and the award so rendered may be entered in any court having jurisdiction thereof. Where it is necessary for a Party to seek injunctive relief to prevent or enjoin immediate and irreparable loss or harm to Intellectual Property, EV Connect and Charging Site Host hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the State of California or the United States District Court for the State of California and all courts competent to hear any appeal therefrom. Nothing contained herein shall be deemed to waive arbitration for any claim other than injunctive relief to the sole extent described herein.

11. LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES STATED HEREIN FOR THE CHARGING SITE HOST, NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE CHARGING SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE CHARGING SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF EV CONNECT IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, PRODUCTION OR PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. FOR PURPOSES OF THIS PROVISION, THE PARTY INCLUDES THE PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, SUBCONTRACTORS AND SUPPLIERS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

12. Notices

All notices given under this Agreement (each, a "Notice") shall be in writing and delivered to the addresses listed above of the parties as applicable, by one or more of the following methods, (i) given by certified mail, postage prepaid, return receipt requested, and is deemed given on the third (3rd) business day after the date of posting in a United States Post Office, (ii) given by a nationally recognized overnight courier and is deemed given one day after delivery to the overnight courier, or (iii) given by personal delivery and is deemed given upon receipt by the notified party. At any time, either party may designate in writing to the other party a different notice address.

13. Changes

This Agreement cannot be modified or amended except by a written instrument signed by both of the Parties.

14. Waiver

No waiver by either Party of any breach, default or violation of any term, warranty, representation, agreement, covenant, condition or provision of this Agreement will constitute a waiver of any subsequent breach, default or violation of the same or other term, warranty, representation, agreement, covenant, condition or provision of this Agreement.

15. Assignment

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, and permitted assigns. This Agreement may be assigned by either party only with the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld or delayed, except the rights and obligations of either party may be assigned to another entity in connection with reorganization, merger, consolidation, acquisition, divestiture, or other restructuring. Any assignment which does not satisfy the requirement of the preceding sentence shall be null and void.



16. Survival Of Obligations And Liabilities

Termination of this Agreement shall not relieve either party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement including its obligations under the following section headings: Insurance, Limitation of Liability, Governing Law, and Dispute Resolution. The invalidity, illegality or unenforceability of any one or more provisions of this Agreement will not affect or impair the validity, legality or enforceability of the remaining provisions, which will remain in full force and effect.

17. Entire Agreement, Relationship

This Agreement and the attached Rider contains the entire agreement and understanding between the parties relative to the subject matter herein, and supersedes any prior agreements and understandings between the parties relating to such subject matter, whether verbal or written. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or e-mail (electronically scanned) shall be binding as if they were original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

EV Connect, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Charging Site Host

By: _____

Name: Anthony Eulo

Title: Environmental Services Program Administrator

Date: 08/09/18

Attachment: EVC-EA Site Host Agreement - (FINAL) 7-9-2018 (002) (002) (1900 : EV Chargers)



ATTACHMENT A
Installation Addresses (Sites)

EVSE #1: Centennial Recreation Center
 Installation Address: 171 W Edmundson Ave
 City, State, Zip: Morgan Hill, CA 95037
 Electrical Utility serving this location: PG&E

EVSE #2: Morgan Hill Police Department
 Installation Address: 16200 Vineyard Blvd
 City, State, Zip: Morgan Hill, CA 95037
 Electrical Utility serving this location: PG&E

EVSE #3: _____
 Installation Address: _____
 City, State, Zip: _____
 Electrical Utility serving this location: _____

EVSE #4: _____
 Installation Address: _____
 City, State, Zip: _____
 Electrical Utility serving this location: _____

EVSE #5: _____
 Installation Address: _____
 City, State, Zip: _____
 Electrical Utility serving this location: _____

Special Instructions, if applicable (e.g., cellular repeater installation required, etc.)

Attachment: EVC-EA Site Host Agreement - (FINAL) 7-9-2018 (002) (002) (1900 : EV Chargers)



Site Host Agreement Rider

This Contract Rider (the “Rider”) to EV Connect Electric Vehicle Charge Station Site Host Agreement (the “Agreement”) referencing Electrify America is attached to and hereby incorporated into the Agreement in its entirety. Terms used in this Rider are defined in the Agreement, unless otherwise specifically described in this Rider.

This Site is part of a program made possible through an investment by Electrify America, LLC (“Sponsor”). The following terms are applicable:

1. Overview. Sponsor has provided funding for the electric vehicle service equipment (EVSEs), installation, network services, and ongoing warranty/maintenance of the EVSEs.
2. Provision of Equipment & Services. EV Connect agrees to:
 - a. Provide Level II (240 VAC) charge stations (EVSEs) for Charging Site Host use;
 - b. Provide installation of EVSEs through sub-contractors;
 - c. Provide an EV charging management platform/network to manage all aspects of the charging experience;
 - d. Provide training on how to use the EV Connect’s management platform; and
 - e. Provide on-going warranty support and repair through sub-contractors, for the Term of the Agreement
3. User Fees.
 - a. Usage fees are optional for employee or resident use of charging stations, and are determined by the Charging Site Host.
 - b. If there is no usage fee charged to employees or residents of the Charging Site Host and if charging is open to public access, then users who are not employees or residents of the property may be charged a usage fee (“Public Charging Fee”) for accessing and using the EV charging station.
 - c. The Public Charging Fee, if applicable, is to be mutually agreed between the Charging Site Host and EV Connect and must at least cover the cost of electricity and is comparable to usage fees of nearby public charging infrastructure. 50% of the Public Charging Fee (less the Transaction Fee described below, and any sales tax or other government levies on EV charging usage) will be retained and paid to EV Connect.
 - d. In addition, Charging Site Host shall pay EV Connect a Transaction Fee of 10% with a minimum of \$0.50 per transaction for all EV charging transactions with a usage fee. Payment of which will be set off against usage fees collected by EV Connect, or in case of insufficient usage fees, billed separately.
4. Charging Site Host Representation & Warranty. Charging Site Host represents and warrants that no internal or external funding sources, other than pursuant to the Agreement, were considered, committed or likely in order to obtain the equipment and services to be provided under this Agreement.
5. Incentive Ownership. Charging Site Host agrees that any non-usage based credits, benefits, rebates, refunds, or similar governmental incentives, or the value thereof, resulting from the installation and operation of the EVSEs belong to Sponsor, and Charging Site Host further agrees to cooperate with a request to pursue the same, provided that Charging Site Host shall not be required to bear any out-of-pocket costs in providing such cooperation.



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

PREPARED BY: Yat Cho, Senior Project Manager

APPROVED BY: City Manager

REJECTION OF BIDS FOR THE LIBRARY EXPANSION PROJECT

RECOMMENDATION(S)

Reject bids for the Library Expansion Project.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility
Supporting Our Youth
Seniors
and Entire Community

2018 Strategic Priorities

Financial Stewardship
Infrastructure

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

The Morgan Hill Public Library was completed in August 2007. In 2014, the Friends of the Library commissioned a space needs study to evaluate the current floor plan and a future expansion plan to meet both the current and future needs of the Library. The findings from the space needs study produced an initial conceptual design for the Library Expansion Project.

In August 2016, the City Council awarded a consulting services agreement with Weston Miles Architects (WMA) to further develop the concept design, and to provide design and construction plans for the Library Expansion Project. WMA met on several occasions with representatives from the Santa Clara County Library, other Library stakeholders, and City staff to develop a concept plan for this project.

In April, 2017, City staff and WMA shared the concept plans for the Library Expansion Project with the Library and Cultural Arts Commission (LCAC) and City Council. The recommendations from LCAC were submitted to City Council for approval to proceed with design and construction documents for this project.

The project plans and specifications were completed in April 2018 and the project was advertised for bidding in May 2018. The scope of work for this project includes the following:

- Base Bid - 5,392-square foot addition to the northwest corner (New Children's area and Program Room) along with site work.

- Add Alternate #1 – 1042-square foot addition to the new lobby.
- Add Alternate #2 – Front entry exterior footings and front entry overhang area.
- Add Alternate #3 – Remodeling of existing flex service area and circulation desk.
- Add Alternate #4 – Storm drain retention system.

The plans and specifications are available for review on the City's web page under the Government tab and Community Projects site found here: <http://www.morgan-hill.ca.gov/1436/Project-Plans-Specifications-and-Bid-Res>

The bid opening was held on July 17, 2018 and the base bids received are listed below.

	Base Bid	Add Alternate #1	Add Alternate #2	Add Alternate #3	Add Alternate #4
Kent Construction	\$ 5,526,682	\$ 667,961	\$ 67,475	\$ 139,525	\$ 64,856
Avila Construction Company	\$ 5,581,611	\$ 804,836	\$ 120,000	\$ 210,000	\$ 65,000
Tombleson Incorporated	\$ 5,932,500	\$ 962,000	\$ 63,000	\$ 250,000	\$ 50,000

The apparent low bidder, Kent Construction, is approximately \$3,666,499 above the engineer's estimate of \$2,800,000 (includes add alternates). Staff considers that the much higher than expected bids are due to the extremely strong construction climate, continued escalating material and labor costs, and the architects underestimating of construction costs for this project. Due to insufficient funds allocated for this project, staff is recommending the rejection of the bids. Staff, WMA, and Library representatives will collaborate to value engineer and reduce the project scope prior to presenting to LCAC and City Council at a future date.

COMMUNITY ENGAGEMENT: Inform

WMA and staff had bi-weekly meetings with Library staff as project plans were developed. Staff is also committed to having weekly project updates, prior to and during the construction phase of this project, on the City Website.

ALTERNATIVE ACTIONS:

There is no realistic alternative action other than rejecting bids. The funding source for the project is the Library Impact Fund and funding is not available at the level needed to fund the project. Staff is recommending "Value Engineering" and a scope reduction of the project, and to rebid the project at a later date. The Council could alternatively choose to postpone the project indefinitely.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

August 24, 2016 – The City Council approved a Service Agreement for Design Professionals with Weston Miles Architects for Design and Construction Support Services for the Library Expansion Project

April 4, 2017 – Library and Cultural Arts Commission reviewed conceptual design and forwarded recommendations to City Council.

April 5, 2017 – The City Council approved the conceptual design for the Library Expansion Project.

June 7, 2017 – The City Council approved the First Amendment to Weston Miles Architects for the Library Expansion Project.

November 15, 2017 – The City Council approved the adoption of a resolution approving the Design Permit for the Library Expansion Project.

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact related to the recommended Council action. It is anticipated that value engineering the project will create additional design costs. These additional costs would require an agreement amendment with the design consultant and approval of that amendment and associated costs would return to the Council at a later date.

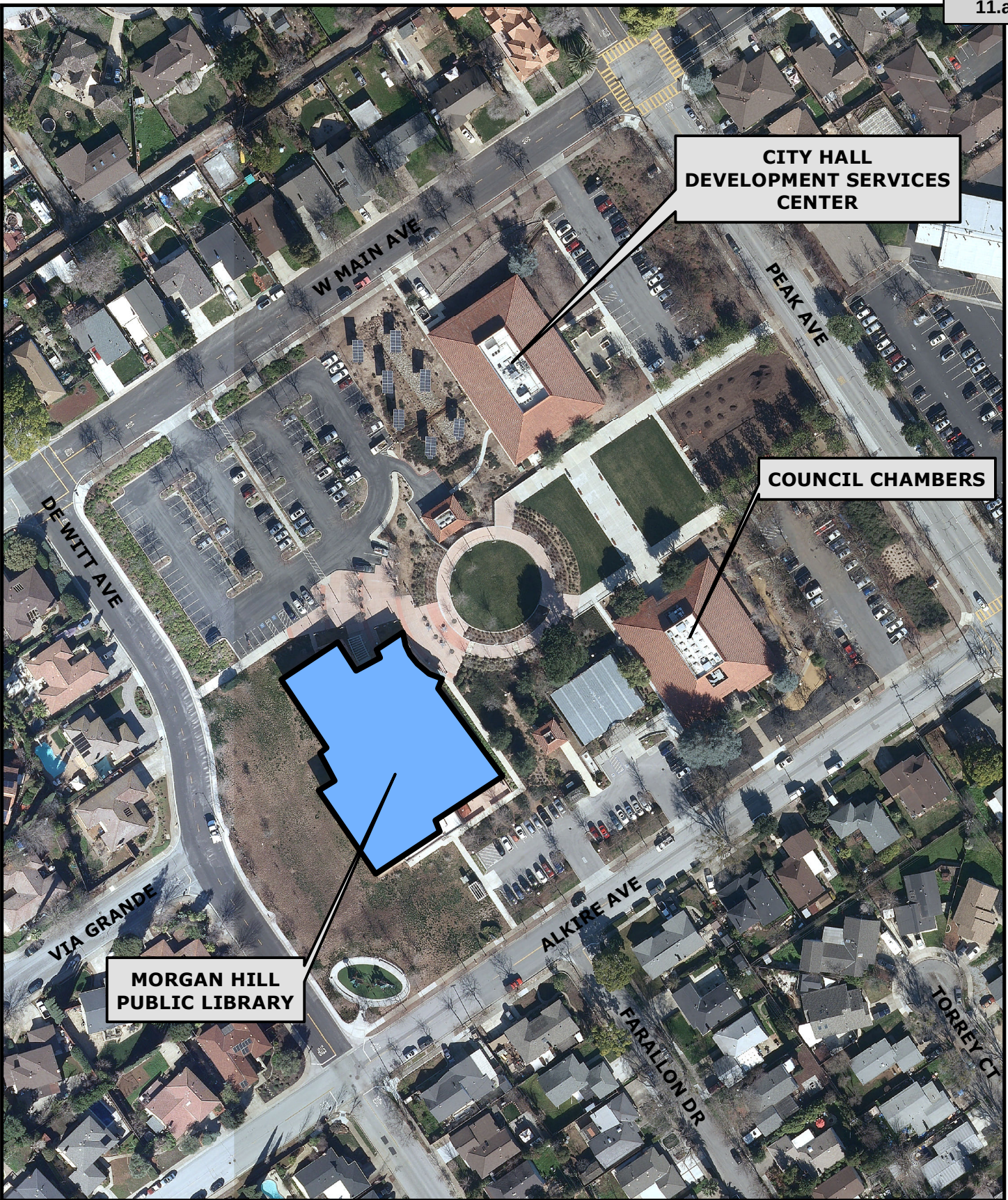
CEQA (California Environmental Quality Act):

Categorical Exemption

The library expansion project is exempt from the California Environmental Quality Act (CEQA) under Section 15301 (Existing Facilities) (e) (1) of Guidelines for CEQA and Section 21083 of the Public Resources Code.

LINKS/ATTACHMENTS:

1. Vicinity Map 8-22-18



Attachment: Vicinity Map 8-22-18 (1896 : Reject Bids for the Library Expansion Project)



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

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MORGAN HILL LIBRARY EXPANSION PROJECT



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CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

ANNUAL EVALUATION REPORT FOR THE SANTA CLARA COUNTY MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI) FOR FISCAL YEAR 2017-18 (YEAR 3)

RECOMMENDATION(S)

Accept the Annual Evaluation Report for FY 2017-18 (Year 3) 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.

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 two annual evaluation reports covering FY 2015-16 (Year 1) and FY 2016-17 (Year 2) were provided to City Council at the June 6, 2018 Council meeting. The third annual report, which is the subject of this staff report, covers the PPI activities performed during FY 2017-18 (Year 3).

During FY 2017-18, the PPI activities focused on: (a) continuing to get the PPI approved by the governing bodies of the participating communities; (b) continuing to implement the electronic accounting system to keep track of the PPI activities; and (c) the SCVWD carrying out an extensive outreach program for flood risk reduction.

The attached Year 3 Annual Report includes the PPI activities performed by the City which are shown as highlighted text in the last column of Appendix A. The activities included: posting flood-related information on the City's website; sending flood awareness messages to the community via City email blast (Weekly 411); participating and advertising the National River Clean-up Day event (held on May 19, 2018) and California Coastal Clean-up Day event (held on September 16, 2017) using social media and in the City's Recreation Activity Guide; and promoting ALERT SCC (Santa Clara County Emergency Alert System) and ReadySCC (Santa Clara County) using social media.

It is estimated that Morgan Hill and the other participating CRS communities could each 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 continued participation in the PPI, 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.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community about the City's PPI activities during FY 2017-18.

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).

On June 6, 2018, the City Council received the annual evaluation reports for FY 2015-16 (Year 1) and FY 2016-17 (Year 2).

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. PPI Annual Report for FY 2017-18 - Year 3

Annual Evaluation Report for FY18 (Year 3)

(July 2017 to June 2018)

Santa Clara County Multi-Jurisdictional Program for Public Information 2015



July 2018

**Santa Clara County Multi-Jurisdictional Program for Public Information
Annual Evaluation Report for FY18 Year 3 (July 2017 to June 2018)**

I. INTRODUCTION

Ten cities and the Santa Clara Valley Water District (District) have been active participants in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) for almost 20 years. CRS is a voluntary program of the Federal Emergency Management Agency (FEMA) 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 last year was approximately \$2.2 million.

The *CRS Coordinator's Manual, 2013 edition*, included the option to undertake a Program for Public Information (PPI) which is a method to customize 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 PPI was finalized in April 2015. This report is the third Annual Evaluation Report (Report) 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 as Attachment 1 of this Report. Attachment 1 lists all projects proposed in the 2015 PPI, with a "Project Accomplishments" column noting actions taken during the third year of the PPI, FY18.

One important benefit from our PPI work has been developed through the close collaboration between city staff 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 provided a forum for the advancement of flood protection issues throughout the County. Twelve agencies initially participated in this Multi-Jurisdictional PPI; nine 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 external 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 and compose the extensive list of possible projects (*Attachment 1, which is Appendix A of the 2015 PPI*). Table 1 shows dates of approval of the PPI by each participating agency as of July 20, 2018. 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 Spring 2019		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 2018

The PPI accomplishments for FY18 fall into three categories. The first was continuing to get the PPI approved by the governing bodies of the participating communities. The second was to continue to implement our 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 FY18. The approval dates are shown by city/agency in Table 1. The City of San Jose has the approval scheduled for Spring 2019 and the City of Cupertino and the County are each still pending approval.

Accounting System: Because the 2015 PPI included up to 12 agencies, tracking implementation became quite cumbersome compared to a single agency PPI. The District continues to host the record-keeping to ensure consistency throughout the County. An

electronic file-sharing system, Egnyte, was initially set-up with folders for each of the agencies to file documents related to the 83 potential outreach projects identified in the PPI, including a comprehensive spreadsheet showing which projects were accomplished in any given fiscal year, by community/agency. This spreadsheet, along with the Annual Evaluation Report, will be submitted with annual CRS recertifications. 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.

At the May 22, 2018 CRS Users Group Meeting, the committee discussed the status of implementing Egnyte. We discussed the benefits of using the system for not only tracking PPI outreach projects, but also identified the benefits of restructuring the file system to track all CRS related documentation, including the 2015 PPI projects. The benefits are:

- Information Share / Knowledge Transfer: Communities can view each other's program documentation. When a community improves their CRS rating, another community can go access the documents submitted to determine how they carried out the CRS credited activity(ies) that helped improve their score.
- Document Repository- Central location for CRS related documentation, organized to mirror the CRS Coordinator's Manual (by community/by activity/by element). This will be helpful for both CRS annual recertifications and cycle visits/audits, as well as when a community experiences staff turnover.

Summary of PPI Projects Accomplished in FY18

Appendix A from 2015 PPI noting FY18 Project Accomplishments (Attachment No. 1) is summarized as follows:

- Of the 49 Community at Large outreach projects (CAL OP) identified in the PPI, at least 48 were accomplished. 3 Outreach Projects related to the Winter Preparedness briefing were eliminated because the briefing is not an outreach open to the public, rather only agency staff participate.
- For outreach projects in the Special Flood Hazard Area (SHFA OP), at least 20 of the 22-potential projects were accomplished.
- Of the 9 Targeted Audience outreach projects (TA OP) identified, 7 were accomplished.

These numbers go well beyond the requirements of the CRS Program, and we anticipate collecting the maximum number of points for our collective efforts in 2018.

Outreach Program

The District's flood awareness campaign for the 2017-2018 winter season followed a year in which the District's flood risk reduction efforts were under increased scrutiny. The historical flooding along Coyote Creek in February 2017 was a very painful and visual reminder of flood threats in our county.

As a result, the District doubled-down on its commitment to reduce flood risks and increase awareness among residents with a series of long-term and short-term measures on Coyote Creek that included physical barriers, revised reservoir operations, community resource fairs and more (details available on: <https://valleywaternews.org/2018/02/21/one-year-after-the-flood/>). Our community outreach efforts were supplemented by an educational paid advertising campaign. This year, our advertising campaign was supplemented by a

series of formative research to truly understand our target audience, its level of awareness, and explore what educational messages and images most appealed to the group.

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 polling services provided by Probolsky cost \$23,000. The remaining campaign funds were allocated for expenses related to community events such as the Coyote Creek resource fairs and additional community events during the months of September through March.

The paid flood awareness campaign ran over a five-month period, from December 2017 through April 2018. The total paid advertisement campaign budget was \$180,000 and was exhausted. The cost of the floodplain mailer due to an increase in size was almost \$60,000. Total campaign impressions were calculated at over 21.8 million; with a cost of \$5.50 per thousand impressions.

Community Events: District communications staff actively participated in emergency preparedness fairs and community events in the fall of 2017. During that time staff attended 17 community events to distribute flood safety information including our starter emergency kits.

In addition, the District Speaker's Bureau Program includes general information on flood protection, including CRS, the county's ALERT system, flood insurance, and District's ongoing flood protection projects. During the 2018 Fiscal Year, 11 Speaker's Bureau presentations were given to diverse groups throughout the county. 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. Information on the District's Speakers Bureau Program is available on our website: <https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau>. In addition to these community efforts, District board members submitted guest columns to be placed in local newspapers. The District submitted four winter-related or flood protection-related columns that contained flood safety messages as well as PPI messages during the months of March, June, September (2017), and February (2018).

Advertising Campaign: The paid advertisements began in December 2017 and ran through April 2018. In preparation for the campaign, as early as September 2017, 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 – 45 percent
- b) Online & Social Media– 23 percent
- c) Print (including Ethnic publications) – 32 percent

Radio: (45 percent)

Scripts for radio were drafted to include key PPI messages such as making an emergency plan and preparing for flooding by purchasing flood insurance. The radio buy included 892 spots of both 15 second weather alerts and 30 second campaign spots for a total of 17 weeks on the following mainstream English radio stations: KBAY and KEZR. Ads were translated in Spanish (KBRG), Vietnamese (Cali Today and KVVN) and Chinese (KSQQ). The campaign had two kinds of radio ads: general ads and weather alerts. The weather alerts were scheduled days in advance of anticipated rain storms; weather alerts were heavily used during the months of January and March. General radio ads were scheduled throughout the campaign duration from January through April. Total impressions from radio spots were 4,462,514.

Online & Social Media: (23 percent)

The online buy included English banner ads on Facebook and Google AdWords, as well as Magellan Ads which featured all four languages. Facebook ads were targeted to specific characteristics (such as homeowners and renters) and interests including emergency preparedness and flood insurance and featured four versions of ads on topics (sandbags, flood insurance, emergency preparedness, and the flood ready theme). The Google AdWords buy placed ads through the Google Display Network, which allowed us to target to websites, smart phone apps and blogs according to specified keywords, topics/themes, websites and demographics that aligned with our target audience.

Ads placed through Magellan featured all four languages with the same banner ads as the Facebook and AdWords, with similar targeting used in the Facebook buy. The online ads launched in December 2017 and ran through March 2018, serving a total of 12,534,028 impressions and generating 37,234 clicks. The cost per result was \$0.88 for Facebook. The click through rate was 0.46% for Google AdWords, and Magellan 0.04%.

Print: (32 percent)

Print advertisements were placed as half page ads in the Mercury News and translated into Spanish, Chinese and Vietnamese for publication as full-page ads in El Avisador, El Observador, World Journal News (Chinese) and Cali Today (Vietnamese). Ads launched during the week of December 17 and were scheduled to run through March 18. Total impressions from print ads were 4,709,000.

Results:

Traffic to the flood protection resources page through the duration of campaign resulted in a total of 53,432-page views to both the flood protection resources and flood safety tip pages. During the campaign months, the flood protection resource page was the second most viewed page on the district's website. Prior to the 2017-2018 campaign launch, the flood protection resources page was restructured to serve as a hub of flood safety information with icons leading to a series of related web pages including information on flood zone maps, signing up for emergency alerts, sandbags, reporting local flooding and safety tips. Of these subpages, the most accessed was the emergency alerts resource page, which promoted the county's newly launched ReadySCC app and the AlertSCC service. Pageviews to these resources increased by more than 17,000 clicks despite a reduced media buy. The last two campaign years had used the entire budget for a paid advertisement campaign. Coupled with

staff community outreach efforts, the 2017-2018 campaign was a robust campaign with excellent results.

IV. SANTA CLARA COUNTY CRS USERS GROUP MEETINGS 2018 – MONITORING AND EVALUATING THE PPI

CRS Users Group meetings were held on May 22, 2018 and July 9, 2018 to gather communities' input on project accomplished in FY18. Agenda and attendance sheets for each meeting are included as Attachments 2-5. At the July 9th meeting, a draft PPI Annual Evaluation Report FY18 (Year 3) was handed out to the communities for their review and input.

As required by CRS, our May and July meetings were to monitor the implementation of the 2015 PPI outreach projects and to determine if the desired outcomes were achieved, as well as if any changes to the PPI were needed. The Users Group agreed that our 2015 PPI messaging and projects to support those messages would remain the same for the duration of the 2015 PPI, which sunsets in 2020.

We discussed lessons learned from our third year and what was important to continue and strengthen. Attendance was excellent; staff from eleven agencies participated, as well as some external stakeholders and other interested parties.

The general consensus is that our PPI implementation is on target and that no changes are needed. Cities who have had 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 Cupertino	TBD
3	City of Gilroy	Consent Calendar
4	City of Los Altos	City Manager's Weekly Update
5	City of Milpitas	Monthly Report to Council
6	City of Morgan Hill	Council Consent Calendar
7	City of Mountain View	Council Weekly Update
8	City of Palo Alto	Informational Staff Report
9	City of San Jose	City Manager's Weekly Report
10	City of Santa Clara	Friday Update to Council
11	City of Sunnyvale	City Manager's Bi-Weekly Report
12	County of Santa Clara	TBD

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, Education Outreach (EO) presented flood awareness programming in classrooms throughout the county from October 2017 to March 2018. In addition to the classroom presentations, EO invited over 4,000 students in 176 classrooms, from 39 schools, to enter the District's "Are You Flood Ready?" flood awareness coloring contest. The schools were located in 8 cities throughout the county; Campbell, Cupertino, Milpitas, San Jose, Morgan Hill, Santa Clara and Saratoga, these were schools that had requested visits from Education Outreach for the 2017-18 school year.

The coloring contest closed in March 2018 and over 350 entries were received from 16 different schools. Winning entries were selected to represent each of the District's seven board members' districts and prizes were awarded. The winning students received an emergency hand-crank radio, plus an emergency mini starter kit and a copy of "Chicken Little's Flood Advice" (a book about a character that is always prepared for any emergency). Emergency mini starter kits, "Chicken Little's Flood Advice" books and a copy of the Red Cross Emergency Contact Card were given to all students in the winning student's classes. The teacher in the winning students' classrooms received a back-pack full of emergency supplies to keep in the classroom.

Targeted Outreach: Education Outreach reached out to schools from the flood zone of the February 2017 Coyote Creek Flood to ask if they were interested in the EO Program. One school requested a visit and EO presented in May 2018.

VI. CONCLUSION

Overall, the CRS Users Group was successful in implementing the PPI in FY18. 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 FY19.

Attachments for submission to District Board, City Councils/Managers, and FEMA as part of 2018 Verification/Recertification Package, as required:

1. Appendix A from 2015 SC County Multi-Jurisdictional PPI noting FY18 Project Accomplishments
2. May 22, 2018 Santa Clara County CRS Users Group Meeting Agenda
3. May 22, 2018 Santa Clara County CRS Users Group Meeting Sign-in Sheet
4. July 9, 2018 Santa Clara County CRS Users Group Meeting Agenda
5. July 9, 2018 Santa Clara County CRS Users Group Meeting Sign-in Sheet

Appendix A. The Santa Clara County 2015 Multi-Jurisdictional PPI Worksheet – Fiscal Year (FY) 2018 Annual Evaluation Report (Year 3) Project Accomplishments

2015 PPI Plan								FY 2018 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> <u>Message:</u> 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	City of Milpitas utility bill messaging during November – December 2017 billing period <i>(not an insert)</i> .
			CAL OP #2. Post Utility Bill messages on websites <i>(Element 352 WEB1)</i>					City of Palo Alto sent out two utility bill inserts to home owners. City of Sunnyvale included flood insert in January 2018 utility billing.
			CAL OP#3. Winter Preparedness Briefing	District Field Operations	October	NOAA, Cities Emergency Managers & Public Works Directors, Santa Clara County OES, Cal Fire, CCC, DWR	All	<i>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.</i>
			CAL OP #4. Post “Winter Preparedness Briefing” notice and materials on website <i>(Element 352 WEB1)</i>		October – November			
			CAL OP#5. “Emergency Preparedness Workshop”	District Emergency Services	November			
			CAL OP #6. Post “Emergency Preparedness Workshop” notice and materials on website <i>(Element 352 WEB1)</i>	November – December				
	<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. 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 City of Cupertino City of Sunnyvale Gilroy Chamber of Commerce	Starting in September, the District began including emergency preparedness and flood safety information and encouraging residents to consider flood insurance in its monthly newsletter, <i>Valley Water News</i> , through February. 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 sent in November 2017 and included information on where to get sandbags, downloading emergency apps, and getting flood insurance. Outreach materials displayed at Los Altos City Hall front counter and Library. Ad article titled "Flood Insurance Information Available" was published two times in the Los Altos Town Crier. In June 2018, City of Milpitas mailed out citywide informational “SFHA brochure” <i>(to all residences and businesses)</i> that included this message. City of Morgan Hill's weekly newsletter/e-mail blast (called Weekly 411) sent out to subscribers during the months of September 2017, October 2017, November 2017, January 2018, and Mach 2018 included information on emergency preparedness measures. City of Palo Alto utility bill inserts include this message. City of Santa Clara, citywide newsletter “Inside Santa Clara” includes these messages and is sent to all addresses in City in fall each 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

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 2018 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
								City of Sunnyvale “Horizon” newsletter included these messages; newsletter sent to all addresses in the city.
			CAL OP #8. Post newsletters/articles/District’s CWM on websites (<i>Element 352 WEB1 and 2</i>)					All were posted on city or District websites. City of Los Altos annual mailer and brochure are posted on the city website and provide information regarding Flood Protection, Preparedness, Illegal Dumping and purchase of flood insurance. In June 2018, City of Milpitas mailed out citywide informational “SFHA brochure” (<i>to all residences and businesses</i>) that included this message. “Know Your Flood Risk” article in citywide newsletter, May 2018 edition. City of Morgan Hill's weekly newsletters/e-mail blasts sent out during the months of September 2017, October 2017, November 2017, January 2018, and March 2018 were all posted in the City's website. On City of Mountain View website. District’s CWM and City of Palo Alto’s utility bill inserts are posted on City’s Flood Information/Winter Preparedness webpage. City of Santa Clara posts the newsletter to City website.
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 <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 #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	District 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 Los Altos annual mailer and brochure provide information regarding Flood program with an emphasis on the “DO NOT DUMP” message. City of Los Altos also communicates “DO NOT DUMP” message through litter mailer sent to property owners in the City’s Trash Management Area 1, which is characterized by higher trash levels. City of Milpitas citywide informational “SFHA brochure” included this message. City of Palo Alto utility bills inserts include “Do Not Dump” message. “Inside Santa Clara” newsletter includes this message and is sent to all addresses in City.
			CAL OP #10. Post “Do Not Dump” messages on website (<i>Element 352 WEB1</i>)					FPM posted on the District’s website. City of Gilroy has this message on its website. City of Los Altos annual mailer and brochure provide information regarding the flood program with an emphasis on the “DO NOT DUMP” message and are posted on the city website. City of Milpitas “SFHA brochure” posted on website. On City of Mountain View website. “Do Not Dump” messages are in the City of Palo Alto’s Flood Information/Winter Preparedness webpage.

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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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CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

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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.

Attachment: PPI Annual Report for FY 2017-18 - Year 3 (1893 : ANNUAL EVALUATION REPORT FOR THE MULTI-JURISDICTIONAL PROGRAM

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2018 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
								City of Santa Clara posts the newsletter on City website. City website also has additional information on keeping storm drains clear.
			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 Gilroy has this message on its website, City Code Chapter 12. City of Los Altos website posting of “Help Prevent Neighborhood Flooding...” provides information on illegal dumping reporting. City of Los Altos annual mailer and brochure provide information regarding the flood program with an emphasis on the “DO NOT DUMP” message and are posted on the city web site. The City of Los Altos Municipal Code Section 6.32.030 Watercourse Protection prohibits “discharge into or connect any pipe or channel to a watercourse.” City of Milpitas citywide informational “SFHA brochure” included this message. City of Morgan Hill has illegal dumping information on City’s website. “Illegal Dumping” is part of City of Palo Alto’s Municipal Code. City of Santa Clara has several City codes/charter on illegal dumping. City of Sunnyvale posts Illegal Dumping message on website.
			CAL OP #12. Post Water Resource Protection Ordinance on website (<i>Element 352 WEB1</i>)					District Water Resources Protection Ordinance posted on website https://www.valleywater.org/sites/default/files/WRPO.pdf . City of Gilroy has this message on its website, City Code Chapter 27A. The City of Los Altos Municipal Code Section 6.32.030 Watercourse Protection is accessible through the Municipal Code link on the City’s website. City of Milpitas citywide informational “SFHA brochure” included this message. City of Morgan Hill has link to District’s “Permits for Working on District Land or Easement” on City’s website. The District’s webpage includes a link to the Water Resources Protection Ordinance. Link to City of Palo Alto’s Municipal Code on Floodplain Management posted on Flood Information/Winter Preparedness webpage. City of Santa Clara codes/charter is posted on City 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 project sites throughout the county include “No Dumping” signage/message. City of Milpitas has a citywide application of “No Dumping” medallions on all public property storm drains.
			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	Year-Round	Santa Clara Valley Urban Runoff Pollution Prevention Program	All	Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049

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				Santa Clara Valley Urban Runoff Pollution Prevention Program		Watershed Watch Organization San Francisco Estuarine Institute Oakland Museum		<u>FY 2016-2017 Annual Report</u> NOTE: FY 17-18 Annual Report will not be available until September 2018 <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. 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. City of Milpitas maintains Pollution Prevention and SFHA phone lines. In addition, city mailed out citywide informational “SFHA brochure” that included this message. Their number is 911 dispatch for Fire Department response. Pollution hot line is posted on the City of Palo Alto’s utility bills.
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 fiscal year. The Do Not Dump messaging is in the District’s FPM and is posted on the website at http://apps2.valleywater.org/publication/flipbook/808_FloodMailer2017/mobile/index.html#p=1 City of Milpitas citywide informational “SFHA brochure” included this message. “Pollution Hot Line” is posted on City of Palo Alto’s Flood Information/Winter Preparedness webpage. Pollution hotline is posted on City of Santa Clara’s website, and included in “Inside Santa Clara.” City of Sunnyvale posts link to Watershed Watch: Protect Creeks and Bay.
			CAL OP #16. Creekside Property Program – Creek Wise brochure handed out at community fairs (target outreach – 6 points per topic)		Year-Round		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. City of Palo Alto’s utility insert brochure includes creek monitoring information.

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			CAL OP #17. Post Creekside Property Program – Creek Wise brochure on website (<i>Element 352 WEB1</i>)					Creek Wise brochure, , “You Are the Solution to Water Pollution” was mailed out to approximately 16,100 creek-side property owners in July 2018. Information on the District’s Creekside Program is posted on the District’s website at: https://www.valleywater.org/learning-center/healthy-creeks-and-ecosystems/creekside-property-program City of Los Altos general informational posting of “Local Creeks” provides information and direct readers to SCVWD website and Creekside Property Program. Utility insert which include creek monitoring information is City of Palo Alto’s Flood Information/Winter Preparedness.
			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 142 partners/adopted sites in FY18 (an increase of 7sites from the previous year). Each participating Adopt-A-Creek partner was required to host a minimum of 2 clean-up events per year. Adopt-A-Creek program is also promoted in our Cree Wise brochure, “You Are the Solution to Water Pollution,” which was mailed out to all creek-side property owners in July 2018. https://www.valleywater.org/learning-center/adopt-a-creek/current-partners City of Los Altos posted National River Cleanup Day information in the City Manager Weekly updates, which is an email newsletter, and posted on the City website. City of Milpitas distributed a doorhanger to all residential households, organized cleanups at 4 sites and advertised in local paper, City website, KMLP-15 and social media for both Coastal Cleanup Day on 9/16/17 and National River Cleanup Day on 5/19/18 and 5/18/17. City of Morgan Hill advertised the National River Cleanup Day – Morgan Hill Creek Cleanup (scheduled May 19, 2018) and California Coastal Cleanup Day (scheduled September 16, 2018) in the City’s Recreation Activity Guide and City’s weekly newsletters/e-mail blasts. City of Palo Alto participates in District’s Adopt-A-Creek Program. City of Santa Clara has an Adopt-a-Spot program. City of Sunnyvale advertised 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>)					Adopt-A-Creek Program information posted on the District’s website at http://valleywater.org/EkContent.aspx?id=336&terms=adopt+a+creek. Creek Wise brochure, “You Are the Solution to Water Pollution,” which included Adopt-A-Creek program information was mailed out countywide to all creek-side property owners in July 2018. City of Los Altos posted National River Cleanup Day information in the City Manager Weekly updates, which is an email newsletter, and posted on the City website. City of Palo Alto posts District’s Adopt a Creek Program on City’s website. City of Santa Clara Adopt-a-Spot Program is posted on City website.

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Each September, all deliverables need to be reported to District for tracking purposes.

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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.	<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 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 Clean A Creek.org Creek Connections Action Group http://www.cleanacreek.org/Pasteventsresults_main%20page.asp National River Cleanup Day was held on May 19, 2018. 48 clean-up sites; 1,354 volunteers removed approximately 47,353 lbs. of trash, including 2,084 lbs. of recyclables along 65.24 miles of creeks and shoreline. California Coastal Cleanup Day was held on September 16, 2017. 49 clean-up sites; 2,028 volunteers removed approximately 51,502 lbs. of trash, including 6,957 lbs. of recyclables along 71.32 miles of creeks and shoreline. City of Los Altos posted National River Cleanup Day information in the City Manager Weekly updates, which is an email newsletter, and posted on the City website. City of Milpitas promoted and participated in these annual events. City of Morgan Hill participated in these annual events. City of Mountain View advertised Bi-Annual Creek Cleanups. City of Palo Alto participates on National River Cleanup Program. City of Santa Clara organized volunteers for National River Cleanup.
			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 Los Altos posted National River Cleanup Day information in the City Manager Weekly updates, which is an email newsletter, and posted on the City website. City of Milpitas promoted volunteer opportunities on promotions and website re-directing to www.cleanacreek.org City of Palo Alto posts National River Cleanup Program on City's website. National River Cleanup event is posted on City of Santa Clara's website.
			CAL OP # 22. Installation of trash booms					Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049 FY 2016-2017 Annual Report <i>NOTE: FY 17-18 Annual Report will not be available until September 2018</i> <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. There are trash capture devices throughout the City of Mountain View. In the City of Palo Alto, trash booms are installed at Matadero Creek and Adobe Creek.

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			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. Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049 <u>FY 2016-2017 Annual Report</u> <i>NOTE: FY 17-18 Annual Report will not be available until September 2018</i> 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 Gilroy adds medallions at drainage inlet locations. City of Los Altos storm drains are all stenciled (including the name of the creek that the inlet drains to) and the City aims to inspect, clean, and maintain each inlet annually. City of Milpitas places “No Dumping, Drains to Creek” medallions placed at public catch basins on as-needed basis. “Do Not Dump” stenciling is installed on all storm drain inlets in the City of Palo Alto. City of Santa Clara placed stencil on all storm drain inlets.
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 #24. Inserts into inlets					Information from Municipal Regional Permit NPDES Permit No.: CAS612008 Order Number: R2-2015-0049 <u>FY 2016-2017 Annual Report</u> <i>NOTE: FY 17-18 Annual Report will not be available until September 2018</i> <i>Section 2 - Provision C.2 Reporting Municipal Operations Program</i> District inspects and maintains drop inlet protection on all its property. City of Los Altos has one installed large trash capture device that is regularly maintained by the City’s maintenance division. City of Milpitas completed installation of 94 small full trash capture devices.

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								Required on all new development projects for City of Mountain View. City of Palo Alto installed two large trash capture devices. In the City of Santa Clara, the total count for installed storm drain inlet inserts for FY 17/18 was 472.																																															
			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>NOTE: FY 17-18 Annual Report will not be available until September 2018</i> <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 tables and chart below depict the volume, cleanup costs, and characterization results of trash collected by the District through the Good Neighbor Program cleanups, illegal encampment cleanups, impaired water bodies improvement cleanups, trash hot spot cleanups, and various other trash and debris removal activities. For FY 16-17, approximately 98% of illegal encampment cleanups were joint operations with the City of San Jose. <table><tr><th rowspan="2">Program</th><th colspan="4">Cubic yards of trash and debris removed</th></tr><tr><th>2013-2014</th><th>2014-2015</th><th>2015-2016</th><th>2016-2017</th></tr><tr><td>Good Neighbor: Graffiti and Litter</td><td>742</td><td>1,764</td><td>1,400</td><td>1,148</td></tr><tr><td>Illegal Encampment Cleanups</td><td>9,982</td><td>16,996*</td><td>11,060</td><td>12,698</td></tr><tr><td>Impaired Water Bodies Improvement Cleanups</td><td>--</td><td>--</td><td>78</td><td>--</td></tr><tr><td>Other Trash and Debris Removal</td><td>1,893</td><td>1,493</td><td>1,802</td><td>2,448</td></tr><tr><td>Trash Hot Spot Cleanups (BSP)</td><td>17</td><td>--</td><td>99</td><td>3</td></tr><tr><td>Trash Boom Cleanups**</td><td>3</td><td>4.0***</td><td>11</td><td>15</td></tr><tr><td>Volunteer Clean Ups (cleanup days only)</td><td>430</td><td>416</td><td>427</td><td>460</td></tr><tr><td>Totals</td><td>12,747</td><td>20,475</td><td>14,877</td><td>14,772</td></tr></table> * FY 2014-2015 illegal encampment cleanup totals included trash and debris removed from "The Jungle" in Coyote Creek in December 2014. ** This number includes trash volumes from the Palo Alto booms. ***Error estimate reported in previous years was a result of a tonnage to cubic yard conversion error Total volume of trash removed by watershed (please note the following table excludes some of the programs above, such as volunteer clean ups and other debris removal):	Program	Cubic yards of trash and debris removed				2013-2014	2014-2015	2015-2016	2016-2017	Good Neighbor: Graffiti and Litter	742	1,764	1,400	1,148	Illegal Encampment Cleanups	9,982	16,996*	11,060	12,698	Impaired Water Bodies Improvement Cleanups	--	--	78	--	Other Trash and Debris Removal	1,893	1,493	1,802	2,448	Trash Hot Spot Cleanups (BSP)	17	--	99	3	Trash Boom Cleanups**	3	4.0***	11	15	Volunteer Clean Ups (cleanup days only)	430	416	427	460	Totals	12,747
Program	Cubic yards of trash and debris removed																																																						
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Totals	12,747	20,475	14,877	14,772																																																			
								City of Gilroy completed hotspot assessment per City’s State Permit requirement for year 5 of permit. City of Los Altos continues active participation in SCVURPPPP and continues conducting Hot Spot cleanups. City of Milpitas has 4 (four) creek hot spots which are cleaned twice/year. City of Palo Alto identifies hot spots every year and keeps log of maintaining them. City of Palo Alto and City of Milpitas continue to actively participate in the SCVURPPP.																																															

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

CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

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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.

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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 2018 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.								In FY17/18, City of Santa Clara’s Trash Hot Spot Cleanups occurred in August and September 2017. There are 5 locations and 9.5 cubic feet of trash or .3518 cubic yards of trash was collected.
		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 53,243 properties. City of Milpitas has monthly street sweeping print advertising in local newspaper; letters to 9,000 households in Fall Street Sweeping Program areas. City of Palo Alto sends winter storm preparedness on utility insert every year. City of Santa Clara’s “Inside Santa Clara” newsletter is posted on City website.
			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 Los Altos website posting of “Storm Preparation in Los Altos” discusses efforts to get the drainage system ready for the storm season. 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 Milpitas posts their citywide informational “SFHA brochure” on City website. Winter storm preparedness is posted on City of Palo Alto’s Flood Information/Winter Preparedness webpage. City of Palo Alto utility bill inserts posted on their website. City of Santa Clara’s “Inside Santa Clara” newsletter is posted on City website. City of Sunnyvale posts Learn How to Prevent Stormwater Pollution on website.
		Topics 1,2,3,4,7, 8 & 9: Download disaster electronic Apps Messages: 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	All Apps included in the District’s FPM. Also advertised on the newsletter, Countywide mailer, Facebook and Twitter by District, City of Palo Alto, and City of Mountain View. City of Milpitas Fire Department’s Office of Emergency Services offers instructions on downloading preparedness apps. City of Mountain View handed out Emergency Preparedness at Spanish Language Civic Leadership Class, also at one Council Neighborhood Committee Meeting and one Thursday Night Live event.

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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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.

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						Teachers /students visited by District's School Outreach Program		Information on Red Cross Apps and Alert SCC is on City of Palo Alto's Winter Storm Preparedness Tips utility insert. City of Santa Clara's "Inside Santa Clara" has instruction to download Red Cross App.
			CAL OP #29. Post disaster apps information on website (<i>Element 352 WEB1 and 2</i>)					Apps posted on District website at https://www.valleywater.org/flooding-safety/flood-protection-resources/sign-up-for-emergency-alerts City of Los Altos website posting of "Calling on Los Altans to be Disaster Prepared" provides links to AlertSCC.org, Red Cross and FEMA apps, and it encourages the viewers to explore www.ready.gov for more information. City of Los Altos posts AlertSCC app information on the City Website and in the City Manager Weekly Update online newsletter. Apps posted on City of Milpitas Fire Department webpage. City of Morgan Hill included information about the AlertSCC and ReadySCC Apps in the City's weekly newsletters/e-mail blasts during the months of September 2017, October 2017, January 2018, and March 2018. The City's weekly newsletters were posted in the City's website. Information on Red Cross Apps is posted on City of Palo Alto's Flood Information/Winter Preparedness webpage. City of Sunnyvale offers this information on 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 City of Palo Alto. City of Los Altos website posting of "Calling on Los Altans to be Disaster Prepared" provides links to AlertSCC.org, Red Cross and FEMA apps, and it encourages the viewers to explore www.ready.gov for more information. City of Milpitas' Fire Department Office of Emergency Services offers instructions on downloading preparedness Apps. at City events and trainings. City of Morgan Hill included information about the AlertSCC and ReadySCC Apps in the City's weekly newsletters/e-mail blasts during the months of September 2017, October 2017, January 2018, and March 2018. The City's weekly newsletters were posted in the City's website. City of Mountain View handed out Emergency Preparedness at Spanish Language Civic Leadership Class, also at one Council Neighborhood Committee Meeting and one Thursday Night Live event. City of Sunnyvale staff instructed people to download emergency and Flood apps at Farmer's Market event.
			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 how to download AlertSCC, ReadySCC, American RedCross Flood Apps on District and City of Palo Alto websites at: https://www.valleywater.org/flooding-safety/flood-protection-resources/sign-up-for-emergency-alerts

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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.”

CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

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 Risk Map meeting.

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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.								Posted on City of Milpitas Fire Department Office of Emergency Services web page. City of Morgan Hill included information about the AlertSCC and ReadySCC Apps in the City's weekly newsletters/e-mail blasts during the months of September 2017, October 2017, January 2018, and March 2018. The City's weekly newsletters were posted in the City's website. City of Santa Clara's "Inside Santa Clara" newsletter has instruction to download Red Cross App, and it is posted on City website.
			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 Gilroy promotes ALERT SCC on their website. City of Los Altos social media messaging and City Manager Weekly Update online newsletter encouraged download of the AlertSCC app and promoted several different emergency training programs and drills. City of Los Altos website posting of "Calling on Los Altans to be Disaster Prepared" provides links to AlertSCC.org, Red Cross and FEMA apps, and it encourages the viewers to explore www.ready.gov for more information. Posted on City of Milpitas Fire Department Office of Emergency Services web page. City of Morgan Hill included information about the AlertSCC App in the City's weekly newsletters/e-mail blasts during the months of October 2017 and March 2018. Information on Alert SCC- Santa Clara County Emergency Alert System is on City of Palo Alto's utility insert. City of Santa Clara instructs people to sign-up for AlertSCC at CERT classes.
			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: https://www.valleywater.org/flooding-safety/flood-protection-resources/sign-up-for-emergency-alerts City of Gilroy posts ALERT SCC link on their website. City of Los Altos posts AlertSCC app information on the City Website and in the City Manager Weekly Update online newsletter. City of Los Altos website posting of "Calling on Los Altans to be Disaster Prepared" provides links to AlertSCC.org, Red Cross and FEMA apps, and it encourages the viewers to explore www.ready.gov for more information. Posted on City of Milpitas Fire Department Office of Emergency Services web page.

1

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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.

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								City of Morgan Hill included information about the AlertSCC App in the City's weekly newsletters/e-mail blasts during the months of October 2017 and March 2018. The City's weekly newsletters were posted in the City's website. Alert SCC-Santa Clara County Emergency Alert System is posted on City of Palo Alto's Flood Information/Winter Preparedness webpage. City of Santa Clara posts information on how to sign up for AlertSCC on City website.
	<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	District promoted emergency preparedness on Facebook and Twitter during National Preparedness Month in September. District's education outreach team held "Are you Flood Ready?" flood awareness coloring contest. Contest required students to indicate what items they should put in their emergency kit and explain their family emergency plan. Contest closed in March 2018 and received over 350 entries from 16 different schools in cities throughout the county. Family Emergency Plan information is also included in District's FPM and CWM. City of Los Altos police conducts Community Emergency Response Team (CERT) training to residents. The City of Los Altos also promotes the PREPARE program by the Los Altos Community Foundation. The program provides training to Block Action Team Leaders for emergency preparedness, response, and recovery. The City of Los Altos offers complementary Personal Emergency Preparedness courses taught by the SCC Fire Department personnel. City of Los Altos website posting of "Calling on Los Altans to be Disaster Prepared" provides a link to sign up for this class. City of Milpitas Fire Department conducts SAFE training for resident that includes a component of developing emergency plans. City of Morgan Hill declared September 2017 as "National Preparedness Month. The City also included information on putting together an emergency kit, creating a family communication emergency plan, signing up for emergency notifications and Community Emergency Response Team (CERT) Free Basic Training in the City's weekly newsletters/e-mail blasts during the months of September 2017 and October 2017. The City's Office of Emergency Services hosted a free Emergency Preparedness Seminar on November 6, 2017. 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. Distributed District's emergency starter kits at Earth Day Fair and at City of Palo Alto's Municipal Fair. City of Santa Clara handed out District emergency starter kits at various community events with request that residents complete an emergency plan with their family.

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			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?campmedium=internal_link_download&campname=family_disaster_plan_english or http://www.californiavolunteers.org/familyplan/pdf/family_plan.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. https://www.valleywater.org/floodready/flood-safety-tips re-directing to https://www.ready.gov/make-a-plan 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 Gilroy website provides a link to FEMA’s website. City of Los Altos, in collaboration with SCC Fire, provides a once a month a 3-Hour Personal Emergency Preparedness Class, free of charge. City website posting of “Calling on Los Altos to be Disaster Prepared” provides a link to sign up for this class. 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, in collaboration with SCC Fire, provides a once a month a 3-Hour Personal Emergency Preparedness Class, free of charge. City website posting of “Calling on Los Altos to be Disaster Prepared” provides a link to sign up for this class. Family Emergency Plan template posted on City of Milpitas Fire Department Office of Emergency Services webpage. City of Morgan Hill’s Emergency Services webpage has a link to FEMA’s website which contains a fillable Family Emergency Communication Plan. Emergency starter kits handed out at City events also included a copy of FEMA’s Family Emergency Plan template. Family emergency plan templates are posted on City of Palo Alto’s website. City of Santa Clara website has family emergency preparedness instruction and links to family emergency plan template on FEMA, CDC, and DHS.
			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 and CWM. City of Milpitas citywide informational “SFHA brochure” included this message. City of Morgan Hill’s weekly newsletters/e-mail blasts included this message during the months of September 2017 and October 2017. City of Morgan Hill’s Emergency Services webpage has a link to FEMA’s website that contains this message. On City of Mountain View website. City of Santa Clara’s “Inside Santa Clara” newsletter includes message what to do before, during, and after flood.
Community At Large (CAL) The PPI Committee recognized that the	<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	CAL OP #37. Post message “What to Do....Before – Prepare a Family Emergency Plan....” on website (Element 352 WEB1 and 2)	District Communications City representatives			All	FPM was posted on the District’s website http://apps2.valleywater.org/publication/flipbook/808_FloodMailer2017/mobile/index.html#p=1 Additional tips also listed on website: https://www.valleywater.org/floodready/flood-safety-tips

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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.		More people know what to do in an emergency						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 citywide informational “SFHA brochure” is posted on City website. City of Morgan Hill’s weekly newsletters/e-mail blasts with this message were posted in the City’s website. On City of Mountain View website and link to District’s webpage. Messages on what to do before emergency and on preparing a family emergency plan are posted on City of Palo Alto’s Flood Information/Winter Preparedness website. City of Santa Clara’s “Inside Santa Clara” newsletter is posted on City 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. Although Floodsmart.gov website was down during most of FY18, we include the link on our website which re-directed to FEMA’s NFIP landing page https://www.valleywater.org/floodready/flood-insurance The NFIP information and web link is posted on the City of Los Altos website. City of Milpitas citywide informational “SFHA brochure promotes the Floodsmart.gov website. On City of Mountain View website. Information on Floodsmart.gov is on City of Palo Alto’s utility insert. City of Santa Clara did not promote floodsmart.gov during FY17-18 because the website was down.
			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 (Element 352 WEB1 and 2)	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 Floodsmart.gov is under redesign. The NFIP information and web link is posted on the City of Los Altos website. City of Milpitas citywide informational “SFHA brochure” posted on City website with link to the Floodsmart.gov website. Information on Floodsmart.gov is posted on City’ of Palo Alto’s Flood Information/Winter Preparedness 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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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

CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

4

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 2017-18 - Year 3 (1893 : ANNUAL EVALUATION REPORT FOR THE MULTI-JURISDICTIONAL PROGRAM

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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 2018 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
	<u>Topics 1, 3, & 4 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 Gilroy has various sandbag sites located throughout the city. City of Los Altos prepare a sandbag station(s) for complimentary sandbags. City of Milpitas has four (4) sandbag stations offering complimentary sandbags. City of Morgan Hill's April 8, 2018 weekly newsletter/e-mail blast included information on the locations of sandbag stations. Sandbags available at City of Mountain View Maintenance Operation Center and information website. City of Palo Alto and District have various sandbag site locations throughout the city. City of Santa Clara provides sandbags at City Corp yard.
			CAL OP #41. Post sandbag information on website, including How to Use Sandbags, sandbag webcams to view availability, etc. (Element 352 WEB1 and 2)	District Communications	Year-Round			Sandbag distribution sites map/flier, webcams for certain sandbag sites, and sandbagging techniques video for correct positioning and tips. Posted on District's website. https://www.valleywater.org/floodready/sandbags City of Gilroy posts sandbag information using social media. City of Los Altos provides information on website on how to prepare for storms and emergencies (e.gh. How to get and use free sandbags, tree maintenance, dispose of leaf litter, remove debris, prepare an emergency kit). City of Milpitas sandbag station locations posted on City website and referral bulletin on KMLP-15. City of Morgan Hill's April 8, 2018 weekly newsletter/e-mail blast with information on the locations of sandbag stations was posted in the City's website. Sandbag information was also posted in the City's Flooding Information webpage. On City of Mountain View website. Information on sand bag locations is posted on the City of Palo Alto's Flood Information/Winter Preparedness website. City of Santa Clara website has sandbag information.
	<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" (Cities to coordinate common standard message design)	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 Palo Alto installed two signs. 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 Los Altos included "Do not drive on flooded roadways" in police social media post. Los Altos SFHA mailer brochure posted on website warns not to attempt to drive or wade through deep pockets of water or running washes.

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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.”

CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

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.

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Attachment: PPI Annual Report for FY 2017-18 - Year 3 (1893 : ANNUAL EVALUATION REPORT FOR THE MULTI-JURISDICTIONAL PROGRAM

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2018 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
								City of Milpitas citywide informational “SFHA brochure” included this message. Posted link to District’s webpage on City of Mountain View website. Message “What to do after storm and turn around don’t drown” is on City of Palo Alto’s utility insert and District’s FPM. City of Santa Clara’s “Inside Santa Clara” newsletter has this message.
			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’s website. City of Milpitas citywide informational “SFHA brochure” included this message. City of Palo Alto’s utility insert is posted on City’s Flood Information website. City of Santa Clara’s “Inside Santa Clara” newsletter is posted on city 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’s website, and in flood safety tips listed on District’s website. City of Milpitas citywide informational “SFHA brochure” included this message. Information on shallow flooding risks are posted City of Palo Alto’s Flood Information website. Shallow water hazard message posted to Twitter by City of Santa Clara.
			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	District promotes FEMA’s Flood Map Service Center on our website: https://www.valleywater.org/floodready/is-your-home-in-a-flood-zone City of Milpitas citywide informational “SFHA brochure” included this message. Information on City of Palo Alto’s Flood Zone Look Up is available both on utility insert and City’s Flood Information 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 property from the flood hazard; Topic 5 – Build responsibly; Topic 6 – Protect natural floodplain functions

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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 Flood Your Home”

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CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

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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 risk; a utility company 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 present Risk Map meeting.

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ling water.”

if it is set out at City Hall; a local newspaper that publishes a flood or hurricane season supplement each year; FEMA, if, for
ty employee; a utility company that includes pertinent articles in its monthly bills; or presentations made by state or FEMA staff at a

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Attachment: PPI Annual Report for FY 2017-18 - Year 3 (1893 : ANNUAL EVALUATION REPORT FOR THE MULTI-JURISDICTIONAL PROGRAM

Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2018 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> <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	District’s Flood Awareness Campaign - Radio spots ran for 17 weeks in 2 mainstream English stations, Spanish, Vietnamese and Chinese language stations over the course of 4 months. From the months of September through March, the District featured 39 Facebook and 34 Twitter posts with the flood safety messages. These posts included links to the Flood Awareness Campaign elements on the District’s website. City of Gilroy Emergency Radio Station AM1610. Outreach materials were displayed at Los Altos City Hall front counter and Library. An ad article titled "Flood Insurance Information Available" was published two times in the Los Altos Town Crier, providing Flood Awareness information and promoting flood insurance. City of Los Altos website encourages emergency planning. The City of Los Altos website promotes Community Emergency Response Team (CERT) academy training, which is hosted by Police Department for residents. The Los Altos website also promotes the activities of the Los Altos PREPARE program by the Los Altos Community Foundation and training of Block Action Team Leaders for emergency preparedness, response, and recovery. City of Los Altos provides information on its 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. The City of Los Altos weekly newsletter email included 20 issues with content on flood information, insurance, and/or emergency preparations. City of Morgan Hill’s April 8, 2018 weekly newsletter/e-mail blast included the Santa Clara Valley Water District’s Storm Update and Resource Links. City of Mountain View proclamation recognizing Red Cross Month on March 2018 City of Palo Alto’s Emergency Services promotes campaign on hazards including flood awareness.
			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	Social media posts referred to above link to elements in the flood awareness campaign. The District’s news blog, <i>Valley Water News</i> , also features stories on campaign elements: www.valleywaternews.org City of Morgan Hill’s April 8, 2018 weekly newsletter/e-mail blast which included the Santa Clara Valley Water District’s Storm Update and Resource Links was also posted in the City’s Flooding Information webpage. City of Palo Alto noted this was on 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. City of Los Altos website encourages emergency planning. The City of Los Altos website promotes Community Emergency Response Team (CERT) academy training, which is hosted by Police Department for residents. The Los Altos website also promotes the activities of the Los Altos PREPARE program by the Los Altos Community Foundation and training of Block Action Team Leaders for emergency preparedness, response, and recovery. City of Los Altos provides information on its website on how to prepare for

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 **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.

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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 2018 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
								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. The City of Los Altos weekly newsletter email included 20 issues with content on flood information, insurance, and/or emergency preparations. City of Morgan Hill's April 8, 2018 weekly newsletter/e-mail blast which included the Santa Clara Valley Water District's Storm Update and Resource Links was also posted in the City's Flooding Information webpage. On City of Mountain View website. City of Santa Clara has Flood Awareness material set out at City Hall and City library.
			CAL OP 50. Distribute flood prevention materials at fairs			Fair Sponsors		During the months of September through March, District and/or cities' staff attended community fairs/events where flood safety information and flood prevention materials was shared. The District attended at least 17 community events/fairs. 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. City of Milpitas distributed Family Emergency Starter Kits and other flood prevention collateral materials at multiple city sponsored events. City of Morgan Hill handed out emergency starter kits on November 3, 2017, at the Emergency Preparedness Workshop for Afterschool Youth Program, and on December 5, 2017 during staff presentation at Morgan Hill Youth Action Council (YAC) Meeting. City of Sunnyvale distributed Family Emergency Starter Kits and flood prevention brochures at Farmer's Market event. Distributed Water District's emergency preparedness starter kits on Earth Day and City of Palo Alto MSC Fair. City of Santa Clara distributed flood emergency starter kits at Art & Wine Festival and another community event.
			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.		See above-noted response to CAL OP#47. City of Gilroy uses social media to post flood awareness campaign information. City of Los Altos and Los Altos Police social media posted 16 messages about flooding or emergency preparation in FY 17-18. The Los Altos social media messaging encouraged download of the AlertSCC app and promoted several emergency training programs and drills. Public Safety Social Media link is posted on the City of Palo Alto's utility insert.

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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 property from the flood hazard; Topic 5 – Build resilient infrastructure; Topic 6 – Protect natural floodplain functions; Topic 7 – Develop a Family Emergency Plan; Topic 8 – Download disaster electronic Apps; Topic 9 – Understand shallow flooding risks – “Don’t Flood”

CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

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; a utility company 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 present Risk Map meeting.

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Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
								City of Santa Clara posted social media message with topics on protect people and property from the hazard (Topics 3 & 4).
			CAL OP #52. Post social media messages on websites <i>(Element 352 WEB1 and 2)</i>					See above-noted response to CAL OP#48. City of Gilroy website posts flood awareness campaign information. City of Los Altos and Los Altos Police social media posted 16 messages about flooding or emergency preparation in FY 17-18. The Los Altos social media messaging encouraged download of the AlertSCC app and promoted several emergency training programs and drills. Message posted on City of Santa Clara website.
			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#50. District attended various city sponsored events and distributed collateral materials related to flood prevention Outreach materials distributed to public at City of 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 distributed Family Emergency Starter Kits and other flood prevention collateral materials at the May 20-21, 2017 Milpitas International BBQ & Festival. Distributed Winter Preparedness fliers and family emergency starter kits at Earth Day Fair and City of Palo Alto MSC Fair. City of Santa Clara has a Department of Public Works booth at Art & Wine Festival to distribute flood prevention materials. City of Sunnyvale distributed Family Emergency Starter Kits and flood prevention brochures at Farmer’s Market event.
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 January to 53,243 parcels which includes message of keeping creeks clean and healthy. City of Milpitas citywide informational “SFHA brochure” included this message. City of Los Altos annual mailer and brochure provide information regarding Flood program with an emphasis on “Do Not Dump” message. City of Los Altos also communicates “Do Not Dump” message through litter mailer sent to property owners in the City’s Trash Management Area 1, which is characterized by higher trash level. In December 2016, City of Milpitas mailed out citywide informational “SFHA brochure” that included this message. “Do not Dump” message is posted on City of Palo Alto’s utility insert. City of Santa Clara “Inside Santa Clara” newsletter includes DO NOT DUMP message.

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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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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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4

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.

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		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 District and Palo Alto’s websites. City of Los Altos has posted the SFHA mailer and brochure on the City website. City of Milpitas citywide informational “SFHA brochure” included this message and posted on City website. Winter Storm Preparedness Utility Insert is posted on City of Palo Alto’s website. City of Santa Clara “Inside Santa Clara” newsletter is posted on City website. DO NOT DUMP message is also on another City webpage.
	<u>Topics 3 & 5</u> Message: 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 January to 53,243 properties included message of protecting your family against floods. City of Los Altos sent mailers to property owners in SFHAs in September 2017 and in February 2018, which included a letter and flood hazard information brochure. City of Milpitas citywide informational “SFHA brochure” included this message. Flood messages on Utility Insert are sent to City of Palo Alto residents every year. City of Santa Clara “Inside Santa Clara” newsletter includes message about protecting property and family.
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		All	FPM posted on District’s website. City of Los Altos has posted the SFHA mailer and brochure on the City website. City of Milpitas citywide informational “SFHA brochure” included this message. Utility Bill Insert is posted on City of Palo Alto’s Flood Information/Winter Preparedness website. City of Santa Clara “Inside Santa Clara” newsletter is posted on City website.
			SFHA OP #5. Maintain the ALERTSCC System	District Communications City of Palo Alto CRS Coordinator Cities CRS Coordinators	Year-Round peaks time October - April	County of Santa Clara	All	ALERTSCC emergency notification system is maintained by Santa Clara County. District advertised the resource in our annual FPM and is also on our website: https://www.valleywater.org/flooding-safety/flood-protection-resources/sign-up-for-emergency-alerts . Posted on City of Milpitas Fire Department Office of Emergency Services webpage. Information on Alert SCC and real time creek water surface elevation is posted on City of Palo Alto Utility Bill Insert.
			SFHA OP #6. ALERT System – Post real-time gauge information on website so users can see current water levels,					All Alert System Real Time Data is available on the District website. https://www.valleywater.org/floodready The District’s Alert System

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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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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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Appendix A. The Multi-Jurisdictional PPI Worksheet for Santa Clara County - 2017 Annual Report Version (Year 2) Project Accomplishments

2015 PPI Plan								FY 2018 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
			and where available, flood height predictions (Element 352 WEB3)					(gauge monitoring site) was maintained and updated to produce a mobile friendly site. City of Milpitas citywide informational “SFHA brochure” included this message and is posted on their website. City of Morgan Hill’s Flood Information webpage includes a link to the District’s website with ALERT System Real-Time Data. Information on real time creek water surface elevation is posted on City of Palo Alto website.
			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. City of Milpitas citywide informational “SFHA brochure” included this message.
			SFHA OP #8. Post postcards on website (<i>Element 352 WEB1 and 2</i>)	City of Sunnyvale CRS Coordinator			Sunnyvale	City of Sunnyvale posted on their website. City of Milpitas citywide residential newsletter “Connected” editions in November 2017 and May 2018 with “be prepared; buy flood insurance” messages are posted on City website. In June 2018, City of Milpitas mailed out citywide informational “SFHA brochure” (to all residences and businesses) that also included this message and is posted to the City’s 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.
			SFHA OP #10. Post postcards that offers flood protection assistance site visits on website (<i>Element 352 WEB1 and 2</i>)					Message was posted on City of Sunnyvale’s website.
			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. An “Are You Flood Ready” coloring contest was successfully launched throughout several elementary schools in the county.
			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: https://www.valleywater.org/learning-center/for-teachers-students

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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.”

CAL OP = Community At Large Outreach Projects; SFHA OP = Special Flood Hazard Area Communities Outreach Projects; TA OP = Target Audiences Outreach Project

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.

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Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
	<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	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 FPM sent in January 2017 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. https://www.valleywater.org/floodready/flood-insurance City of Los Altos annual mailer and brochure provide information regarding Flood program and flood insurance requirements. City of Milpitas citywide residential newsletter “Connected” editions in November 2017 and May 2018 mailed with “be prepared; buy flood insurance” messages. In June 2018, City of Milpitas mailed out citywide informational “SFHA brochure” (to all residences and businesses) that included these messages. Aside from Water District sending messages, City of Palo Alto also sends letters to lenders and real estate brokers every year and “Do you need flood insurance message” is included in the City’s Utility Bill Insert. City of Santa Clara “Inside Santa Clara” newsletter includes the message “Do you need flood insurance?” and is sent to all addresses in the City.
	<u>Topics 1, 2, 3, 4, 5, and 7</u> <u>Message:</u> 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 loses	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 of the FPM was posted on the District’s website under the Flood Protection Resources landing page. http://apps2.valleywater.org/publication/flipbook/808_FloodMailer2017/mobile/index.html#p=1 City of Los Altos has posted the SFHA mailer and brochure on the City website. City of Milpitas citywide informational “SFHA brochure” posted on their website. City of Palo Alto’s Utility Bill Insert includes all flood awareness messages which is posted on City website. City’s Flood Information/Winter Preparedness website has additional messages on flood awareness aside from the Utility Bill Insert. City of Santa Clara “Inside Santa Clara” newsletter is posted on City website.
Special Flood Hazard Area (SFHA) Communities The PPI Committee identified several geographic areas that are particularly prone to flooding.		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		City of Milpitas City of Los Altos	City of Los Altos sent mailers regarding flood insurance. City of Milpitas citywide informational “SFHA brochure” included this message. Information on Insurance and elevation certificate mailed to residents through City of Palo Alto’s Utility Bill Insert. City of Santa Clara “Inside Santa Clara” newsletter includes message on flood insurance and elevation certificates.

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 **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.

Attachment: PPI Annual Report for FY 2017-18 - Year 3 (1893 : ANNUAL EVALUATION REPORT FOR THE MULTI-JURISDICTIONAL PROGRAM

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2015 PPI Plan								FY 2018 Project Accomplishments
Target Audience	¹ Message	Outcome	² Project(s) Proposed to Support the Messages	Assignment	³ Proposed Schedule	⁴ Stakeholder	CRS Community	
			SFHA OP #16. Post mailers on website (<i>Element 352 WEB1</i>)	City of Milpitas	Fall		City of Milpitas	City of Los Altos has posted the SFHA mailer and brochure on the City website. City of Milpitas citywide informational “SFHA brochure” posted on City website. Utility Bill Insert mailed is posted on City of Palo Alto’s Flood Information website. City of Santa Clara “Inside Santa Clara” newsletter is posted on City website.
			SFHA OP #17. 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 of San Jose City of Palo Alto	City of Sunnyvale and City of 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 Los Altos sends a one-page newsletter mailer to Lending Institutions and Real Estate and Insurance Agents discussing the program, Flood information and Elevation Certificate. City of Los Altos posts the newsletter to Lending Institutions and Real Estate and Insurance Agents in the city website. 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 the Santa Clara newsletter to the Santa Clara County Association of Realtor seminar on flood insurance and elevation certificate. City of Milpitas makes available literature regarding this messaging at Public Counters at various satellite facilities. Letter to lenders and real estate agents is mailed every year by the City of Palo Alto.
	<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 #18. 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	All	Not applicable this fiscal year. Plan to work on next fiscal year.
			SFHA OP #19. Post training presentation on website (<i>Element 352 WEB1</i>)	District Communications City representatives	Year-Round	Residents who access FEMA Map Service Center Silicon Valley Realtors Association		Not applicable this fiscal year. City of Milpitas’ citywide informational “SFHA brochure” posted on City website. FEMA’s Map Service Center website is included in City of Santa Clara “Inside Santa Clara” newsletter to all addresses in the City.

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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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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.

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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Special Flood Hazard Area (SFHA) Communities The PPI Committee identified several geographic areas that are particularly prone to flooding.			SFHA OP #20. 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 through the District’s FPM sent to all parcels in the FEMA designated flood zone. Additionally posted on district’s flood safety tips website: https://www.valleywater.org/floodready/is-your-home-in-a-flood-zone
								City of Gilroy posts Floodplain Management Study.
			SFHA OP #21. Post link to FEMA’s Flood Map Service Center on website (https://msc.fema.gov/portal) (Element 352 WEB1)					The FEMA Flood Map Service Center web link is posted on the City of Los Altos website.
								City of Milpitas’ citywide informational “SFHA brochure” posted on City website.
								City of Morgan Hill has a link to FEMA’s Flood Map Service Center in the City’s Flood Information webpage.
								FEMA’s Flood Map Center is posted on City of Palo Alto’s Flood Information website.
								City of Santa Clara “Inside Santa Clara” newsletter is posted on City website.
								Posted on the District’s website; the FP Resources landing page has a designated icon directing audience to FEMA’s Flood Map Service Center. https://www.valleywater.org/floodready/is-your-home-in-a-flood-zone
								The FEMA Flood Map Service Center web link is posted on the City of Los Altos website.
								City of Milpitas posts their “SFHA brochure” on website.
								City of Morgan Hill has a link to FEMA’s Flood Map Service Center in the City’s Flood Information webpage.
								City of Mountain View does not have any repetitive loss properties.
								Link to FEMA’s Flood Map Center is provided on City of Palo Alto’s Flood Information website.
	<u>Topics 3, 4, & 5</u> Message: 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 #22. Annual letters mailed to repetitive loss properties and real estate agencies. The District FPM also includes a message regarding repairs or improvements greater than 50 percent of a structure’s value need to meet NFIP requirements and the message that special permits are required.	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	City of Sunnyvale sent letters to repetitive loss parcels as required by FEMA.
								City of Los Altos does not have any repetitive loss properties.
								City of Mountain View does not have any repetitive loss properties.
								City of Morgan Hill sent letters to repetitive loss parcels as required by FEMA.
								Annual letters are mailed by the City of Palo Alto to repetitive properties and real estate agencies.
								City of Santa Clara does not have repetitive loss properties.

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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		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 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 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. Presentation of flood awareness during earth day is provided on City of Palo Alto’s Flood Information website.
	<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	City of Sunnyvale and City of 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 Los Altos sends a one-page newsletter mailer to Lending Institutions and Real Estate and Insurance Agents discussing the program, Flood information and Elevation Certificate. City of Los Altos posts the newsletter to Lending Institutions and Real Estate and Insurance Agents in the city website. Annual letters regarding flood insurance is sent to lenders and real estate agents every year by the City of Palo Alto. City of Santa Clara provided 3 flood insurance pamphlets for real estate professionals to County of Santa Clara Realtor Convention in October 2017.
			TA OP #4. Post annual mailer targeted towards real estate agents and lenders on website (<i>Element 352 WEB1</i>)					Posted on city websites. Annual letters mailed to lenders and real estate agents is posted on City of Palo Alto’s Flood Information website. 3 flood insurance pamphlets posted on City of Santa Clara’s 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.”
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⁴A **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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	<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			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.
								The City of Los Altos weekly newsletter email included 20 issues with content on flood information, insurance, and/or emergency preparations.
								City of Milpitas utility bill messaging during November – December 2017 billing period (<i>not an insert</i>).
		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>)					Utility bill inserts. See CAL OP #1 and #2.
			TA OP#7. Countywide mailer to all residents – language on purchasing flood insurance	District Communications			All	All monthly newsletters posted on District’s website at http://www.valleywater.org/Newsletters.aspx The City of Los Altos weekly newsletter email included 20 issues with content on flood information, insurance, and/or emergency preparations. The email newsletter is also posted on the City website.
		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	District sends FPM to all residents in FEMA designated flood zone. Additionally, the District sends out a CWM that also contains this messaging (<i>sent November 2017</i>).
			TA OP#9. Post Speaker’s Bureau presentation on website and/or share on social media.					The below-listed organizations (11) were reached by the District's Speakers Bureau Program in FY18. All general presentations include slides on the topic of flood protection, including CRS, ALERT system, flood insurance, and District’s ongoing flood protection projects. 1) August 1, 2017: Kiwanis Club of Morgan Hill 2) August 30, 2017: Morgan Hill Rotary Club 3) September 8, 2017: Leadership Gilroy 4) October 7, 2017: Los Paseos Neighborhood Association (San Jose) 5) January 9, 2018: Sons in Retirement (SIRS) at Villages Golf & Country Club (San Jose) 6) March 14, 2018: Alma and Goodyear Mastic Neighborhood Associations (San Jose) 7) March 29, 2018: In-Home Supportive Services all staff mtg. (County-wide) 8) April 18, 2018: HGST Earth Day celebration (San Jose) 9) April 30, 2018: Bellarmine Environmental Club (San Jose) 10) May 3, 2018: SPUR-Flood Awareness & Prevention (San Jose) 11) May 15, 2018: Mid-Peninsula Widows and Widowers Association (Los Altos) 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. Information on the District’s Speakers Bureau Program is available on our website: https://www.valleywater.org/learning-center/lets-talk-water-speakers-bureau

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
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Agenda

Santa Clara County CRS Users Group**Tuesday, May 22, 2018 | 2:00 – 4:00 p.m.**

Santa Clara Valley Water District | Administration Building, Conference Room B-108
5750 Almaden Expressway, San Jose, CA 95118

Directions at: <https://www.valleywater.org/directions-santa-clara-valley-water-district-offices>

Purpose: PPI Stakeholder Committee Annual Evaluation Meeting per Activity 330, Outreach Project, Element 332.c. Program for Public Information, Step 7 requirement (see page 2 of this agenda)

Desired Outcome: Gather communities' input on how the PPI worked over the last year; plan and choose/confirm PPI messages

1.	Introductions (be sure to sign-in) a. Interested parties request to participate	(All)
2.	2017-2018 Flood Preparedness Fairs a. Outreach promotional items 1. Office of Emergency Services District's Storm Ready Application 2. District Education Outreach "Are You Flood Ready?" coloring contest	(All)
3.	2017 CRS Users Group Survey	(Maria Angeles)
4.	June 2018 NFIP Workshops presented by DWR sponsored by District 6/27/18 - Floodplain Management and Duties of the Local Administrator 6/28/18 - FEMA Elevation Certificate To register or get more information, go to: https://www.eventbrite.com/o/dwr-floodplain-management-assistance-17128699424	(Merna Leal)
5.	Participation Requests a. July 9, 2018 CRS Users Group Meeting – Facilitator needed b. September 7, 2018 FMA Conference – Panelist needed (CRS User Group Conference Workshop)	(Merna Leal)
6.	Egnyte – Repository Shared File System a. Benefits of using the system b. Restructured files to mirror CRS Coordinator's Manual c. Brief navigation demonstration d. Who else needs access?	(Merna Leal & Kathryn Demeter)
7.	PPI Monitor & Annual Evaluation for Annual Evaluation Report for FY18 (Year 3) a. Using Annual Evaluation FY17 (Year 2), Appendix A Table, populate FY18 data b. District will update report and send to communities via Egnyte for review/input	(All)
8.	Adjourn	

Questions, please contact Kathryn Demeter at (408) 630-2695 or kdemeter@valleywater.org

The call-in number and the passcode are in the Outlook meeting invite

Next Meeting Purpose: Finalize PPI Annual Evaluation Report for FY18(Year 3)
Must be completed before August 1, 2018 (annual recertification due date)

Mark Your Calendars –Monday, July 9, 2018 | District Offices, Administration B-108 | 2:00 – 4:00 p.m.

(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 Users Group Meeting
Tuesday, May 22, 2018
Sign-In Sheet

Name (please print)	Community Represented
Maria Angeles	City of Morgan Hill
Renee Gunn	City of Mountain View
Kevin Murne	City of Santa Clara
Leslie Stubbe	City of Milpitas
Yusef Ledesma	SCVWD - OES
Trina Adriano	SCVWD - Comm
Shirley Ng	Sunnyvale
Gloria Barron	Sunnyvale
Kimberlee Pineda	Sunnyvale
Afsheen Rouhani	SCVWD
Gabonelle Abdon	City of Mountain View
Babak Kaderi	City of Gilroy : City of Los Altos
Royce Alar	City of Palo Alto
Rebecca Blank	SCVWD
Evelyn Liang	santa clara
Kathryn Demeter	SCVWD
Melissa Lane	SCVWD
Phone:	
Arlene Hew	San Jose
Irish Murrey	citizen/external stakeholder
Chad Masley	Cupertino
Jess Byler (unrepresented party)	San Francisco Creek Joint Powers Authority

ATTACHMENT NO. 3

Agenda

Santa Clara County CRS Users Group

Monday, July 9, 2018 | 2:00 – 4:00 p.m.

Santa Clara Valley Water District | Administration Building, Conference Room B-108
5750 Almaden Expressway, San Jose, CA 95118

Directions at: <https://www.valleywater.org/directions-santa-clara-valley-water-district-offices>

Purpose: PPI Stakeholder Committee Annual Evaluation Meeting per Activity 330, Outreach Project Element 332.c. Program for Public Information, Step 7 requirement (see page 2 of this agenda)

Desired Outcome: Gather communities' input on how the PPI worked over the last year; plan and choose/confirm PPI messages

1.	Introductions (be sure to sign-in)	(A)
2.	September 7, 2018 FMA Conference CRS User Group Conference Workshop – <i>Panelist representing SC County CRS Users Group, CSG, Consultants Inc. Frank Navarro/ Babak Kaderi</i>	(Merna Leal)
3.	Recap June 2018 NFIP Workshops presented by DWR & sponsored by SCVWD a. 6/27/18 – Floodplain Management & Duties of the Local Administrator b. 6/28/18 – FEMA Elevation Certificate	(Merna Leal)
4.	Plans for 2018-2019 District Flood Awareness Campaign a. Floodplain Mailer (FPM) Language Revamp - Confirm cities' phone numbers - Multi-lingual mailer - Abbreviated text b. Targeted Outreach - Cities' recommended vulnerable neighborhoods/"hotspots?"	(Gina Adriani)
5.	Roster update, including contract information for the 2018 Floodplain Mailer	(Merna Leal)
6.	PPI Monitor & Annual Evaluation for Annual Evaluation Report for FY18 (Year 3) a. Finalize PPI Annual Evaluation Report for FY18 (Year 3) b. Must be completed prior 8/1/18 (annual recertification due date)	(A)
7.	Adjourn	

If you have questions, please contact Merna Leal at (408) 630-2610 or mleal@valleywater.org

The call-in number is 1-888-557-8511 and the Participant Code is 9074000

Next Meeting Date / Purpose: TBD

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.

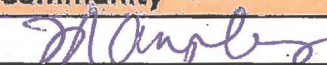
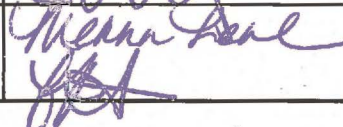
Santa Clara County CRS User's Group Meeting

July 9, 2018 (Monday)

SCVWD Administration Building, Room B-108

2:30 - 4:00 p.m.

Sign-In Sheet

	Community Name	Committee Member	
		Agency	Signature
1	Campbell, City of	Not a CRS Participating Community	
2	Cupertino, City of	Chad Mosely Winnie Pagan	
3	Gilroy, City of	Jorge Duran Weston Hill Babak Kaderi, CSG Consultants, Inc.	
4	Los Altos Hills, Town of	Not a CRS Participating Community	
5	Los Altos, City of	Frank Navarro, CSG Consultants, Inc. <i>BABAK KHADEN</i>	
6	Los Gatos, Town of	Not a CRS Participating Community	
7	Milpitas, City of	Leslie Stobbe	
8	Monte Sereno, City of	Not a CRS Participating Community	
9	Morgan Hill, City of	Maria Angeles	
10	Mountain View, City of	Renee Gunn <i>Jacqueline Solomon</i>	
11	Palo Alto, City of	Rajeev Hada	<i>by phone</i>
12	San Jose, City of	Arlene Lew	<i>by phone</i>
13	Santa Clara County	Chris Frietas	
14	Santa Clara, City of	Evelyn Liang	
15	Saratoga, City of	Not a CRS Participating Community	
16	Sunnyvale, City of	Jennifer Ng	
17	Santa Clara Valley Water District	Merna Leal Gina Adriano	

Other Interested Parties

City of East Palo Alto Daniel Berumen Daniel Berumen



Participation by conference call

ATTACHMENT NO. 5



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

PREPARED BY: Chris Ghione, Community Services Director

APPROVED BY: City Manager

ANNUAL REPORTS OF ACTIVITIES BY NONPROFIT PARTNER ORGANIZATIONS

RECOMMENDATION(S)

Receive annual reports from City partner organizations.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth

Seniors

and Entire Community

REPORT NARRATIVE:

The City of Morgan Hill partners with various organizations through funding agreements and facility leases. The agreements require that these organizations are to provide annual reports to the City outlining the activities provided by the organization in relation to the City partnership. Annual reports are based on activities occurring in the prior fiscal year. This item includes reports from the following organizations:

1. Morgan Hill Historical Society – Funding Agreement
2. Boys & Girls Club of Silicon Valley – Funding Agreement and Facility Lease
3. Healthier Kids Foundation – Funding Agreement and Facility Use Agreement
4. Community Christian – Facility Lease

COMMUNITY ENGAGEMENT: Inform

These reports serve to share with the Community the various activities being offered by these organizations.

ALTERNATIVE ACTIONS:

This report is informational and no Council action is necessary. The Council could provide input on the future direction of any of these programs.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has previously approved agreements with all organizations for facility use and/or funding.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with receiving this report.

CEQA (California Environmental Quality Act):

Not a Project

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

LINKS/ATTACHMENTS:

1. Boys and Girls Club of Silicon Valley Report
2. Historical Society Report
3. Healthier Kids Foundation Report
4. El Toro Status Report



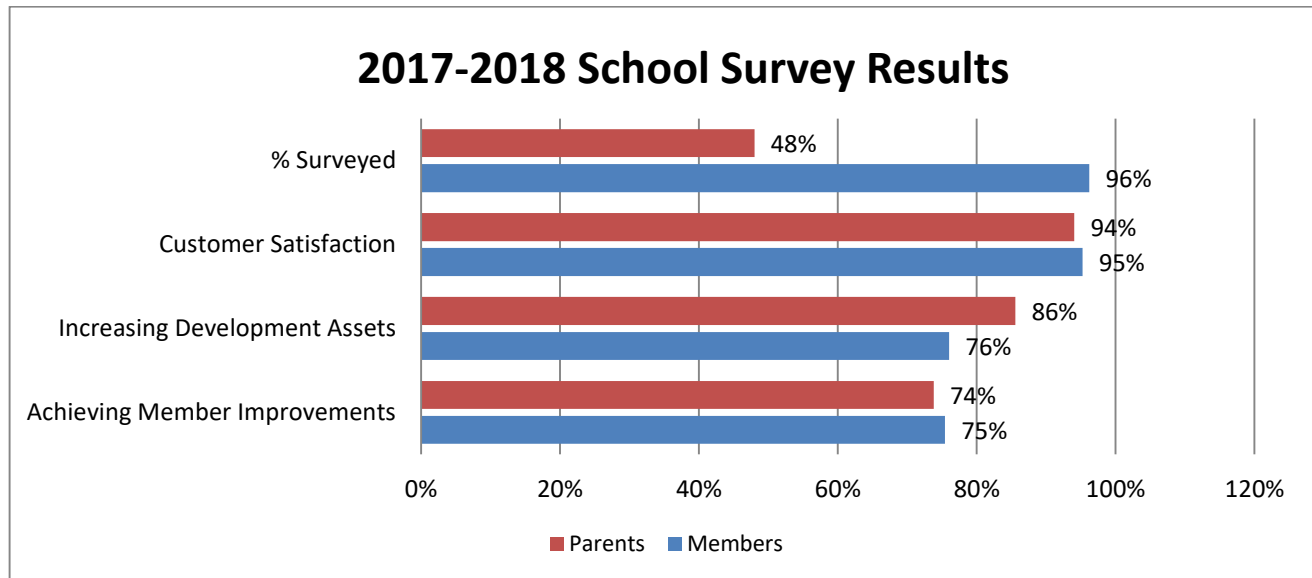
Support from the City of Morgan Hill has been instrumental in ensuring that Boys & Girls Clubs of Silicon Valley continues to offer opportunities for our members to participate in an array of programs that promote positive growth. We are pleased to provide a brief report detailing both our school year and summer highlights.

2017-2018 SCHOOL YEAR SUMMARY

53 (96%) unduplicated members and 25 (48%) unduplicated parents completed our end-of-year survey. There were three types of questions (five to twenty questions per category): satisfaction, asset development service productivity and agency-specified service productivity. Desirable level of performance is as follows: customer satisfaction (70%+), increasing development assets (60%+) and achieving member improvements (60%+). See *Table 1*

Across all categories, we exceeded the threshold. 95% of members and 94% of parents reported being satisfied with our program. 76% of members and 85% of parents reported an increase in developmental assets (i.e. attitudes towards learning, resilience, communication, connectedness, self-efficacy). 75% of members and 74% of parents reported member improvements (i.e. behavior, academic performance, goal setting, making responsible choices).

Table 1

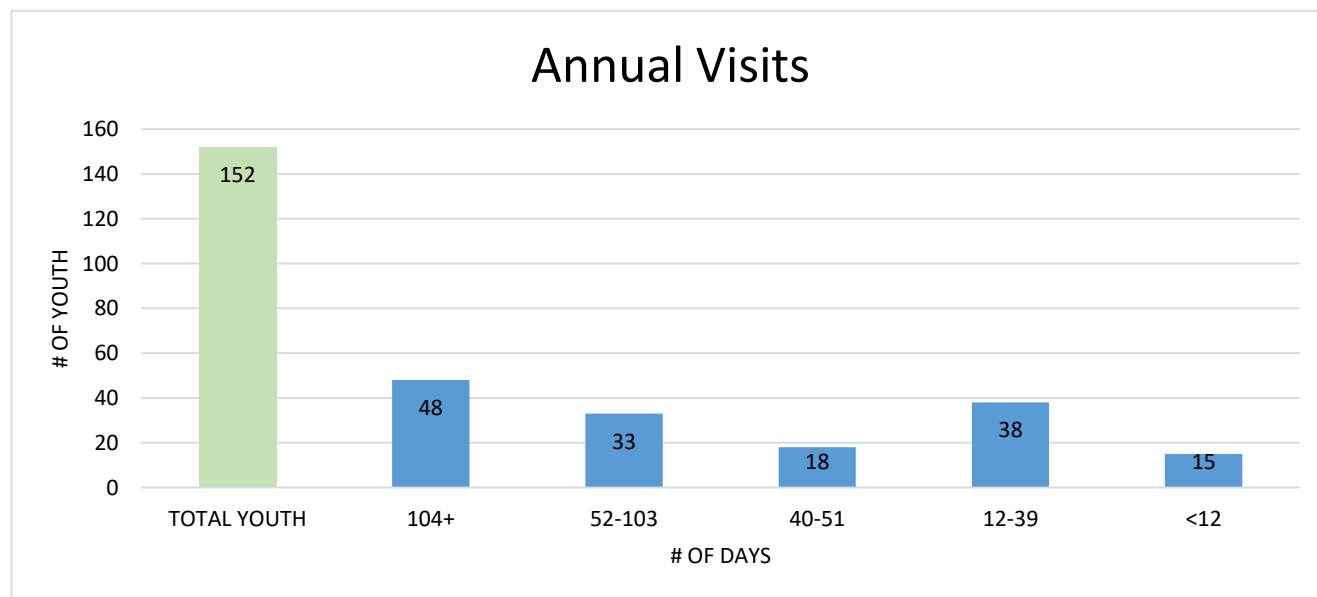


FACE OF THE FUTURE

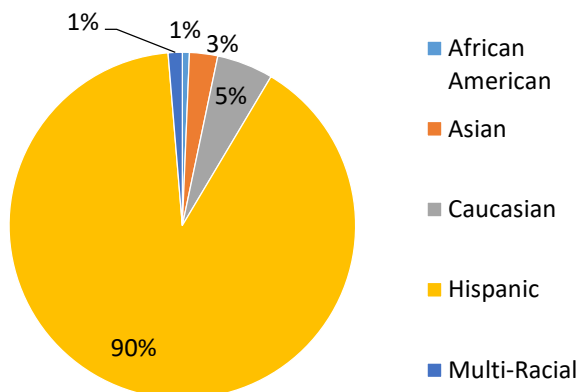

Elenah is our El Toro Clubhouse's Youth of the Year. Coming from a broken home where her father was largely absent, Elenah found a sense of permanence and security at the Club. "The Club has helped me become more confident and has helped me learn and grow. Here at the Club, I have a sense of belonging that I don't experience anywhere else."

As a first generation college-bound student, Elenah credits the Club with inspiring her to pursue a post-secondary education. "My future is being built at the Club. The staff are involved in my life, they keep me busy and help me be the best student I can be."

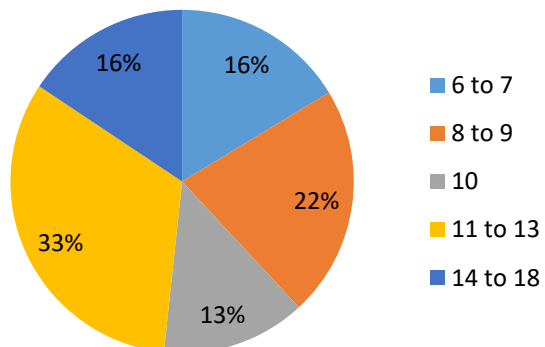
Graduating in spring 2019, Elenah plans to attend San Diego State University with the goal of becoming a pediatric physician.

EL TORO CLUBHOUSE DASHBOARD


Ethnicity

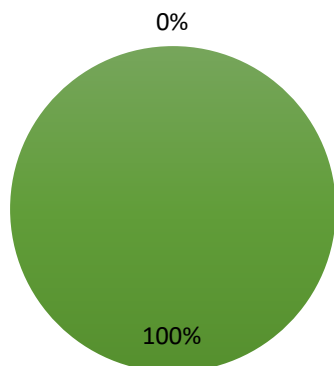


Age %



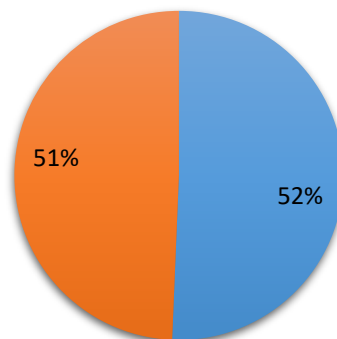
Income

Low-Income Median-Income



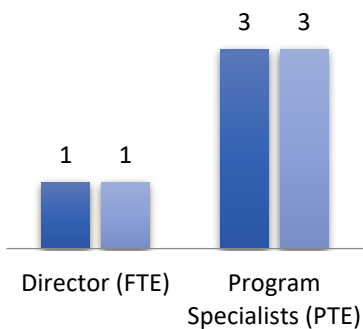
Gender

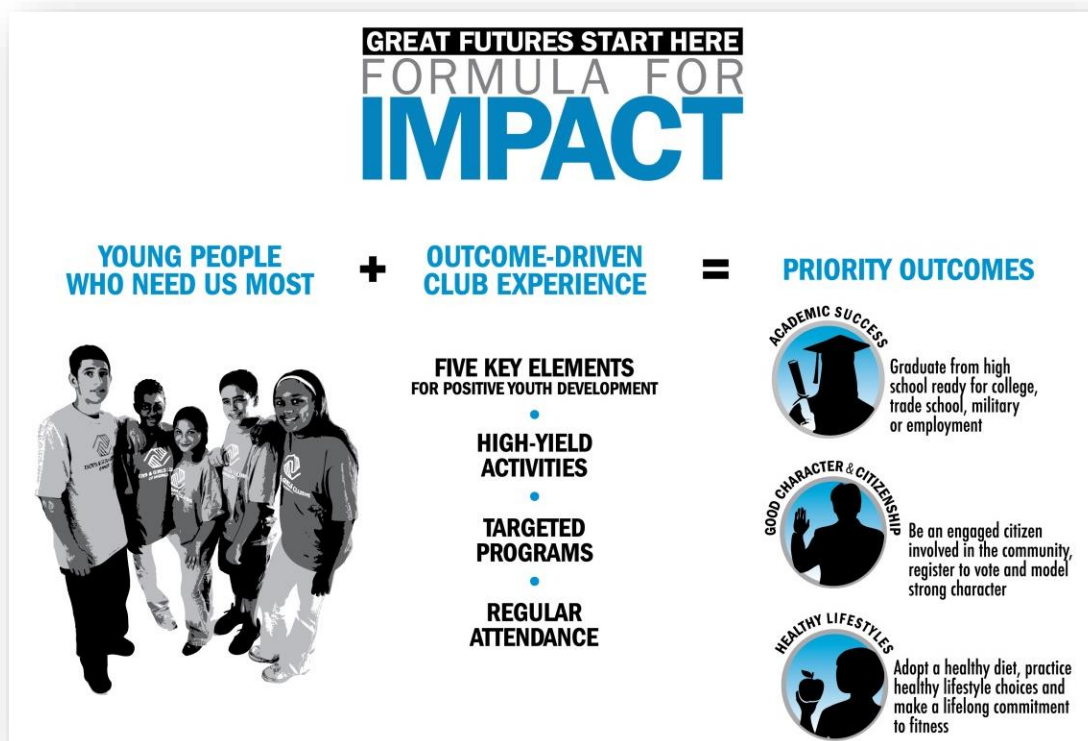
Male Female



Staffing

ACTUAL BUDGETED



THEORY OF CHANGE AND TARGETED PROGRAMS

2017 – 2018 Targeted Programs by Outcome Area
Academic Success

- **Power Hour:** daily homework assistance and tutoring.
- **NeoSci:** project- and inquiry-based life, earth and physical science program.
- **My.Future:** integrated, project-based digital skills development improving STEM proficiencies.
- **Creative Teen Studios:** media production program developing skills in writing, directing and editing.
- **CodeCorps:** computer science programs developing foundation skills in coding and problem-solving.
- **Robotics:** engineering programs culminating in an assembled, functional robot for competition.
- **KidzMath:** for our youngest members, building math understanding through cooperative games.
- **Khan Academy:** math skills mastery through both small group and individual tutoring.
- **KidzLit & Literacy Lab:** literacy programs developing critical thinking, reading and writing skills.
- **Hardy Brain:** kinesthetic learning to improve members' math and English-Language Arts proficiencies.
- **Brain Gain:** a summer learning initiative focusing on Language Arts, writing, science and math.
- **College Bound:** college research; SAT prep; application, scholarship advising and support.
- **Junior Achievement/Money Matters:** work readiness, financial literacy and entrepreneurship.
- **Junior Staff:** job-shadowing with emphasis on leadership and professional skills development.
- **The Arts:** dance, drama, music, painting, printmaking, collage, mixed media, sculpture and digital arts.



Good Character & Citizenship

- **Youth of the Year:** celebrates youth 14-18 and their service to Club, community and family.
- **Torch Club (11-13)** and **Keystone Club (14-18):** chartered service clubs dedicated to citizenship, leadership and fellowship.

Healthy Lifestyles

- **SMART Programs:** life-skills training promoting self-efficacy and responsible behavior.
- **Triple Play:** addresses health, fitness and social-emotional development by building cooperation and team skills.
- **Sports Leagues:** year-round leagues focusing on skills, teamwork and sportsmanship.

PROGRAM HIGHLIGHTS

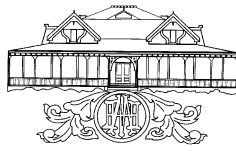
- El Toro Clubhouse began running the STEM Mentoring program. Funded by the Office of Juvenile Justice and Delinquency Prevention, the overall goal of STEM Mentoring is to positively impact the social development and academic achievement of youth ages 6-10. STEM Mentoring consists of fun, hands-on activities, group projects, and multimedia connections that engage mentors and mentees in a variety of STEM topics, with a particular focus on conservation.
- Hosted a combined National Worldwide Day of Play & Day for Kids event, where parents and members participated in activities together including soccer, face painting and a barbecue.
- Celebrated STEM Decathlon, a week designed to encourage members to learn and get involved in science, technology, engineering and math.
- In April 2018, the El Toro Clubhouse relocated to the Friendly Inn location. The Grand Opening Ribbon Cutting ceremony will take place on September 7, 2018.
- El Toro Members Sofia Montes and Josh Bojorquez were selected as the 2018 El Toro Clubhouse Junior Youths of the Year. Sofia and Josh both credit the El Toro Clubhouse for being a safe place that feels like a family.
- El Toro member Alexis Hernandez was selected as the 2nd place winner for the Ford Driving Dreams Essay Contest. Alexis won a MacBook Pro and \$300 gift card.
- Participated in the Boys & Girls Clubs of Silicon Valley cook-off. Every year a specific ingredient is chosen as the theme for the competition. This year's ingredient was cranberries. Clubhouses were judged based on verbal presentation of their recipe, poster display, overall table and dish display, overall taste and originality. El Toro Clubhouse made cranberry bliss bars, and won the 1st place dessert award.
- Ran the Gamma Alpha Reading program every Tuesday, where several enthusiastic volunteers help our members improve their reading skills.
- Hosted its 6th Annual Thanksgiving dinner and hosted over 200 members, families and friends.

- Established sports leagues that compete with local Clubs, including flag football, basketball and soccer.
- Hosted Teen Night to serve teens in the community; every Tuesday from 6:30-8:30pm, the program provides teens with a safe place and positive environment. Teens participate in activities including bowling, movie outings, hiking, ice skating and Santa Cruz beach trips, giving the group a sense of unity and belonging as members of El Toro Clubhouse.
- Worked closely with Gamma Alpha, Morgan Hill Rotary, Family Giving Tree, Specialized, Morgan Hill Historical Society and Los Amigos Advisory Board to put on fun and enriching events for our members.
- El Toro Clubhouse Director and BGCSV administrative staff participated in meetings with the Los Amigos Advisory Board.

In closing, Boys & Girls Clubs of Silicon Valley is honored to have your support. As we continue our efforts to be both outcomes-driven and data-informed, it is with gratitude that we recognize those who believe in us.

Together, we are creating a brighter future for our community's most vulnerable youth.

Thank you!



Morgan Hill Historical Society

To preserve and share the history of Morgan Hill, and its environs, to inspire a sense of community.

Date: August 10, 2018

Chris Ghione
Director of Community Services
City of Morgan Hill

Re: Year-end Expense and Revenue Report and Annual Budget for use of City Funds

The Morgan Hill Historical Society is a valuable community asset supporting the City Council's ongoing objective to "Preserve Our Cultural Heritage."

The Funding Assistance and Collaboration terms in the 9/9/2017 Memorandum of Understanding call for the following Historical Society actions:

1. During construction and improvement projects, Historical Society continues to remain open to the public and offer a wide range of educational and recreational services for the community.
 - Park and grounds open daily from dawn to dusk at no charge
 - Docent led tours during regular open hours – hundreds of visitors from wide area – about 500 volunteer hours annually
 - Special tours by appointment
 - Living History Field Trips for Grades 3-5 – about 900 students per year, over 1,000 volunteer hours per year
 - Monthly History Conversations, no fee – average of 50 attendees
 - Friday History Group Meetings for history buffs – group of about 10
 - Wine tasting the first weekend of the month
 - Hiram Morgan Hill House is available for use by nonprofits at reduced fees
 - Community events: Children's Tea, Prohibition Party, Community Picnic, Founders' Dinner, Holiday Boutique, Holiday Teas and more.
 - Rentals for private events
 - Volunteers working on Museum collections – about 500 volunteer hours annually
 - Stories from the Past video recordings
 - Historic Downtown Walking Tours
2. City Liaison, Nichole Martin, and other City Staff are doing an excellent job of collaborating with Historical Society to market and promote Villa Mira Monte and Historical Society events and programs. Jennie Tucker has started attending meetings to collaborate on facility opportunities.

17860 Monterey Road
PO Box 1258, Morgan Hill, CA 95038-1258
408.779.5755
www.morganhillhistoricalsociety.org
MHHS is a non-profit 501(c)(3) organization tax ID#94-256450

3. Nichole Martin and Jennie Tucker regularly attends Historical Society meetings.
4. Library, Culture and Arts Commission Liaisons, Norma Bussing and Brigitte Crawford, regularly attend Historical Society meetings. Conversations on how to support Villa Mira Monte operations are ongoing.
5. Any public safety issues are immediately addressed by the MH Police Department or through Director Ghione when other services are needed.
6. Capital funding improvement discussions are on the agenda for 2018.
7. Operation funds in the amount of \$20,000 contribute to the educational and recreational programs offered to our community, as well as upkeep of the site to keep it open. Paid staff is a future option.
8. Villa Mira Monte is open to the public as a community resource for education, research and recreation. Constant Contact emails expand our outreach providing more opportunities for connecting with our cultural heritage.
9. Maintain regular public hours with docent led tours that are free of charge.
10. Historical Society has and will continue to apply for grants that support the maintenance, improvements and preservation of Villa Mira Monte. Historical Society was awarded a 2018 Santa Clara County Parks Grant in the amount of \$185,250 for preservation projects. Work is underway. Rotary Morgan Hill and Community Foundation Grants also provide funding assistance.
11. Historical Society has annual membership drives with donation requests and fundraising events to raise funds to support Villa Mira Monte's preservation and operation.
12. This report contains an annual budget and year-end reporting of expenses and revenues.
13. Historical Society, in collaboration with the City, is changing its marketing materials and makes every effort to include the city in program and media materials.

*Historical Society appreciates all the efforts of Director Chris Ghione, City Staff and the LCAC as we partner with the City to preserve and share our area's Cultural Heritage.
The Historical Society is indebted to its members, volunteers and community partners who make all that we do possible.*

PROJECTS AND FUNDING STATUS

Below is a summary on project details and funding uses. Budget and funding details are provided in attached spreadsheets.

Recreation Impact Funds (64,000) – All funds should be expended by the end of 2018

- A. Installation of Security Cameras: Cost \$23,566.99. The microwave link to the MH Police Department has not been completed, estimate \$6,129.40.

- B. Decorative Fencing: Quote for \$ \$57,500. Will execute agreement the week of 8/13/2018.
Expensed City permit for Height Exception \$1,4014

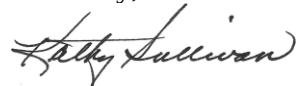
City Park Maintenance Funds (\$142,000) – These projects will start after the roof and related work is completed on the Hiram Morgan Hill House.

- A. Museum porch: work is underway with same company working on the roof
- B. Driveway & parking base rock: completed by City – no cost to MHHS
- C. Irrigation & lawn maintenance: ongoing monthly cost of an average of \$900 per month
- D. Paint Museum exterior: Hope to obtain quotes in September
- E. Repair Museum thresholds: TBD
- F. Repair Museum gutters: TBD
- G. Paint House exterior: Spring 2019
- H. Repair house back porches: TBD
- I. Repair house veranda doors: TBD
- J. Repair leaking windows: TBD
- K. Repair house flooring: TBD
- L. Replace furnace: TBD
- M. Replace hot water heater: 5/4/2018 Donated by Frank's Plumbing, \$1,645

County Grant for \$185,250 with \$30,000 in Historical Society Funds = \$215,250

Renovation work on Hiram Morgan Hill House: replace roof, restore second story colored glass windows, repair south wall exterior due to interior water damage. This work is in progress. In the Spring work will begin to replace the outside wood on the veranda floor and replace post bottoms that are dry rotted. Exterior painting is planned in the spring.

Sincerely,



Kathy Sullivan, President



Healthier Kids Foundation
 4040 Moorpark Avenue, Suite 100
 San Jose, CA 95117
 Phone: 408.564.5114
 Fax: 408.326.2711
www.hkidsf.org

July 19, 2018

Chris Ghione
 Community Services Director
 City of Morgan Hill
 17575 Peak Avenue
 Morgan Hill, CA 95037

Re: Year-End Report on Fiscal Year 2017-2018 City of Morgan Hill Funding of Community Outreach to Enroll Uninsured Morgan Hill Children into Health Coverage

Dear Chris,

On behalf of Healthier Kids Foundation's health coverage enrollment program, I am pleased to provide the City of Morgan Hill with a year-end report on the status of our efforts to identify uninsured Morgan Hill children and assist them with enrolling into subsidized health coverage.

Health Coverage Enrollment

Between July 1, 2017 and June 30, 2018, Healthier Kids Foundation successfully met the goal set by the City of Morgan Hill to identify 60 uninsured Morgan Hill children. Of the 60 children identified, 48 have successfully enrolled into a health coverage program. Two children are still in the process of applying for and enrolling into health coverage; and the 10 remaining children were identified as having no health insurance, provided with all the information to apply, and assisted with processing their application. However, when it came to confirming the completion of the process, Healthier Kids Foundation could no longer reach them by phone. It is likely that many of these families completed the process of obtaining health insurance for their children but did not confirm.

Community Outreach

While the City of Morgan Hill provides funding for .33 FTE Program Coordinator to focus on the Morgan Hill community, Healthier Kids Foundation provided additional staff to assist with building relationships among community-based organizations and schools. Healthier Kids Foundation staff conducted community outreach to the following organizations:

- Morgan Hill Values Youth Meetings
- Morgan Hill CABB
- Cultural Center
- LATI event
- Boys and Girls Club El Toro
- EAH Housing and Voices Academy
- Learning and Loving Center
- P.A. Walsh Food Distribution
- Learning and Loving Center
- Morgan Hill Unified School District

Healthier Kids Foundation's outreach efforts in Morgan Hill is primarily centered on establishing and maintaining a presence among and within the Morgan Hill community. Our South County Program Coordinator, Maria Padilla, has been a constant figure at Morgan Hill youth collaborative meetings and community gatherings. She assisted with the planning of and advocacy for the Morgan Hill

Healthier Kids Foundation • Board of Directors

Saria Tseng, Chair • Martine Bolsens-Peetermans • Rolando Bonilla, Treasurer • Hon. Nora Campos • Manu Chaudhry, D.D.S.
 Irene Chavez • Hon. Rich Constantine • Dana Ditmore • Rhonda E. Farber, Ph.D. • Leslie Hansen • Kathleen M. King
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Honorary Board

Teresa Alvarado • Hon. James T. Beall, Jr. • Mike E. Fox, Sr. • Carl Guardino • Robin Roche

Kathleen M. King, Chief Executive Officer

Values Youth Fair and the LATI's Annual Community Event. Maria has created strong community relationships and has become a true advocate for children in the Morgan Hill community.

Leveraged Services

While staff are working to identify uninsured children, Healthier Kids Foundation was also able to work closely with Morgan Hill Unified School District and provide hearing, dental and vision screening services to their students.

Between July 1, 2017 and June 30, 2018:

- 3,030 Morgan Hill children were screened for undetected hearing issues
 - o 6% identified as having a potential hearing problem
- 3,163 Morgan Hill children were screened for undetected dental issues
 - o 24% identified as having one or more dental problems
- 3,180 Morgan Hill children were screened for undetected vision issues.
 - o 11% identified as having a potential vision problem

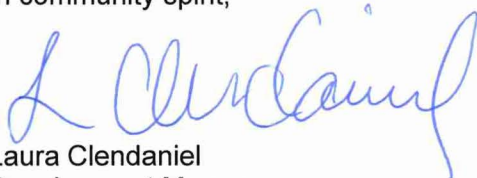
Healthier Kids Foundation case managers provide follow up to all parents whose child's screening result indicates a potential issue in order to assist the child with accessing the appropriate treatment. Additionally, Healthier Kids Foundation assists children with finding a dedicated physician, dentist, or optometrist so that they may access regular, preventative, health services. Healthier Kids Foundation is pleased to bring these additional services to the Morgan Hill community.

Healthier Kids Foundation has been working to create effective and efficient processes for data collection and sharing. Morgan Hill Union School District is one of the first districts to work collaboratively with Healthier Kids Foundation on this project. Together the two entities have successfully implemented a streamlined process for data sharing. Now, as soon as Healthier Kids Foundation has processed the school's screening results, Morgan Hill Unified is able to upload the results into each student's file in their database, Aeries. Preventative care only works if it's acted upon. A vision screening is only effective if the child diagnosed with a vision problem actually gets glasses and wears them. Now, teachers and staff will be able to view the child's result and see the outcome of their follow up. This will allow for teachers and staff to reinforce the importance of obtaining treatment and following through with doctors' recommendations, they will be able to remind a child that they should be wearing their new glasses in class and other things of that nature.

Healthier Kids Foundation is extremely grateful to the City of Morgan Hill for its investment in our efforts. Healthier Kids Foundation staff are committed to assisting Morgan Hill children with obtaining health coverage and services and look forward to reporting on our efforts.

Do not hesitate to contact me should you have any questions or need additional information. I can be reached by email (laura@hkidsf.org) or by phone (408.564.5114 x220).

In community spirit,



Laura Clendaniel
Development Manager
Healthier Kids Foundation



Helping People Find Their Way Back to God

August 14, 2018
El Toro Status Report

Through the community's efforts and a complete renovation of the El Toro space, Narcotics Anonymous and Alcoholics Anonymous have been able to serve 2,160 people monthly.

Quick Facts:

- 70 People have volunteered their time and expertise to enhance this space.
- To date 45 days have been dedicated to the renovation.
- 2 full large dumpsters were filled with reno waste and removed from premises.
- AA now serves 2,000 people per month through 80 meetings a month.
- NA now serves 160 people through 32 meetings a month.
- 55 individuals meet regularly for a Line Dance Group.

Renovation Report:

Large Main Room

- Replaced old fluorescent lighting with recessed lights.
- Removed middle section of cabinetry to create room for future media center.
- Cabinets repurposed as a coffee bar located in the hallway.
- Repaired drywall.
- Repaired damage to ceiling.
- **Storage closet:** repainted, refloored, installed and painted new baseboards, installed locking cabinets for AA/NA use.

General Areas

- Installed new recessed lighting throughout.
- Removed old flooring and installed replacement carpeting and laminate throughout.
- Installed and painted baseboards throughout.
- Textured and painted walls.
- Added additional power outlets with USB functionality.
- Installed wireless internet.
- Added dimmer functionality to all light switches.
- Fixed collapsing ceiling in the hallway near the conference room.
- **Coffee Bar:** installed plumbing for hot water usage, used repurposed cabinets from large main room and installed countertop with sink.

Community Christian Central Offices . 305 West Main Avenue, Morgan Hill, California 95037
(408) 779-4914 . info@community-christian.us



Helping People Find Their Way Back to God

August 14, 2018
El Toro Status Report

Bathrooms

- Removed old toilets and installed new ones.
- Repainted walls.
- Removed cabinets.
- Installed storage bench and added mirror in women's bathroom.

Secondary Bathrooms

- Removed all bathroom fixturing, including plumbing.
- Decreased square footage to widen hallway, and make hallway wheelchair accessible.
- Bathrooms are now storage space.

New Office Space

- Removed old ceiling and soffit.
- Replaced HVAC duct.
- Painted and retextured the walls.
- Installed new hanging light fixtures.
- Removed old flooring and installed new flooring.
- Removed sink. (To be replaced by a new coffee bar)
- Removed damaged shingles and painted to match other shingles.
- **Meeting Rooms and Conference Rooms:** removed old flooring and installed carpet, repainted walls and installed new light fixtures.

Outdoor

- Installed all new light fixturing.
- Re-keyed entire facility.
- Painted all doors.

Community Christian would like to thank the city of Morgan Hill for providing this space. El Toro truly is a blessing to this community, and the history of the building is revered and appreciated. Once fully renovated, our hope is that our reach will be exponentially greater.

Community Christian Central Offices . 305 West Main Avenue, Morgan Hill, California 95037
(408) 779-4914 . info@community-christian.us

Attachment: El Toro Status Report (1906 : Partner Reports)



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

APPROVE UPDATE TO THE LEADERSHIP MORGAN HILL UTILITY BOX ART PROJECT

RECOMMENDATION(S)

Approve proposed additional artwork and new locations for the Leadership Morgan Hill Class of 2018 Utility Box Art Project.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community

REPORT NARRATIVE:

The 2018 Class of Leadership Morgan Hill reached out to the City looking to coordinate their annual class project. The class received approval for the painting of ten utility box locations throughout the City. Artwork for each location was reviewed by the Library, Culture and Arts Commission and approved by the City Council. Since that approval, one artist had notified the Class and the City that they could not perform due to a family emergency.

The Leadership Morgan Hill Class identified a replacement artist, Danielle DeRome, who submitted a proposal to replace the artwork identified at Monterey Road and Fourth Street. A description of the concept is included as Attachment 1.

On August 7, 2018, the Library, Culture and Arts Commission (LCAC) recommended that the Council approve the replacement artist and proposed artwork. The Commission further recommended, at the request of the Leadership Class, that the words of encouragement associated with the artwork be changed from “inspire others” to “inspire change.” This change was believed to better fit the newly proposed artwork.

As final preparations were made for the installation of the artwork on Monterey Road and Fourth Street, an issue with the site arose. The traffic signal and associated utility boxes at that location have not yet been accepted by the City and require additional work from the contractor. City staff are recommending that the artwork currently proposed for Fourth and Monterey be installed at Monterey and Dunne. City staff believe the art is appropriate for the location and would have some synergy across from the existing art in the crosswalk at that location. The Leadership Morgan Hill Class

agrees with this proposed change.

Following the LCAC approval, the Class and the City were notified that the original artist, Patty Curtis, had a change of heart and that she would like to continue the work. The Class has requested approval to instead of eliminating one of the two pieces of art, that they install the art by Patty Curtis at Tennant Avenue and Vineyard Avenue. City staff agree that this location would fit well.

Several utility boxes have been painted throughout the City already as part of this project. Almost all feedback received by City staff has been very positive.

COMMUNITY ENGAGEMENT: Empower

The project was brought forward by community members enrolled in Leadership Morgan Hill (Class) and is being implemented by these community members. City staff has discussed with the Class that outreach should occur with businesses and schools that are near each of the boxes, and specifically Downtown businesses for the boxes on Monterey Road.

ALTERNATIVE ACTIONS:

The City Council could elect to not approve the additional art or new locations.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On April 18, 2018 the City Council approved the project concept and the words of encouragement for the ten proposed utility boxes. The Library, Culture and Arts Commission reviewed the proposed artwork on July 17, 2018 and the Council approved the artwork on July 25, 2018. On August 7, 2018, the Commission recommended the approval of the proposed replacement artwork.

The City has worked with Leadership Morgan Hill on various class projects, including public art, over the last two decades. The most recent art project created by Leadership Morgan Hill is the photo collage artwork located in the back of the Council Chambers.

FISCAL AND RESOURCE IMPACT:

The funding of the project will be the responsibility of the Class and the City does not anticipate any direct costs from the project. The Class plans to provide an additional \$1,500 to the City of Morgan Hill for future maintenance or removal of murals once they have reached their end of life. The implementation of a utility box art program is in the approved Library, Culture and Arts Commission Work Plan, with planned support from Community Services Department staff.

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.

LINKS/ATTACHMENTS:

1. Danielle DeRome Art Proposal
2. Patty Curtis Art Proposal

From: [Suman Ganapathy](#)
To: [Chris Ghione](#); [Norma Bussing \(home\)](#); [Katie Khera \(home\)](#)
Subject: Artist Danielle DeRome's Creation
Date: Monday, August 6, 2018 11:47:40 AM
Attachments: [Textures.docx](#)

Dear Chris, Norma and Katie,

Presenting artist Danielle Derome (artist trained in fine arts from Barcelona, Spain)...

I hope you love this stunning piece as much as I do. I have also added 2 samples of her multi-layered texturing that will go into depicting the seasons.

Sincerely,

Suman

Danielle De Rome's Creation

We have a design submitted by the artist Danielle DeRome.

About Danielle's art design:

It is

an abstract **piece**. A very fine piece of art, **non-objective art depiction of seasons via textures and layered colours, tied together with the stylized elements of the colourful tree and wildflowers (so, not non-objective in concept but in depiction, since it represents seasons)**.

About Danielle:

Danielle DeRome was raised in a musical, artistic setting and has always loved creative challenges. She attended the **Escola Massana art Insitute in Barcelona, Spain**, and has participated in many community and adult education art classes and workshops. She loves to experiment with different media from ceramics and enameling on copper to flamework and mosaic, from Zentangle drawing to bookmaking, from weaving to quilting, from water colour and acrylics to printmaking.

She has a master's degree in biology and has nearly always worked as a teacher. She loves the outdoors, travelling and a good book.

The thought behind

this piece is wonderful:

"Nature inspires us, gives us strength, uplifts and brightens our thoughts, heals our emotions, fuels our dreams and aspirations, elicits our compassion and empathy for others, and inspires us to become our best selves.

Thus, the guiding strength and focus of my "Inspire Others" work is nature. A whimsy of colorful trees and wildflowers will be depicted on the four utility box panels, each of which will be colored to reflect a different season of the year, all of which are designed to inspire viewers' hopes and dreams in positive, playful ways."

She also added: "Of course, the actual artwork will be much more detailed and complex in color and texture. My plan is to layer the colors and textures using stamps, stencils, and various materials. Unfortunately, I haven't anything in my portfolio to match the scope.

"For me, the power of nature is almighty. Trees, in particular, inspire such reverence and even magical thinking. They overcome such adversity to grow so beautiful. I just retired from full time teaching and, as every June, immediately stole myself away to hike through mountain forests to replenish my energy and creativity. Anchored to the earth, reaching to the sky, trees provide for and inspire so many of our needs, physical, emotional, and spiritual.

As an artist, I know that not everyone will like or appreciate my art or agree with my message or rationale. Such is life. We are all on this planet together, yet our experiences are so different. Still, hopefully, the universality of nature will win. Hopefully, enough viewers will make the connection between Earth-trees-flowers-nature and inspiration without the support of the words."

My thoughts (Suman): Trying to describe it involves the intellectualizing of the artistic creation. I see this project as visual poetry. This fulfills it in every way. As I immerse myself more in it, it

speaks to me some more.

A little tweak in the message - How is it depicting 'inspire others'? As with every individual artwork, we have personal interpretations separate from the artist's intentions. I have my own interpretation, and it orks for me (more and more every time I revisit it.). In our class, though everyone loved the artwork, it was felt that the message '**inspire change**' worked better for them. The artist is agreeable to that tweak in the message

Objective: When a passerby sees the artwork and the words 'inspire change' it should connect with them. While appreciating the exquisite and abstract art, it should also make them think about the message, and how it pertains to them.



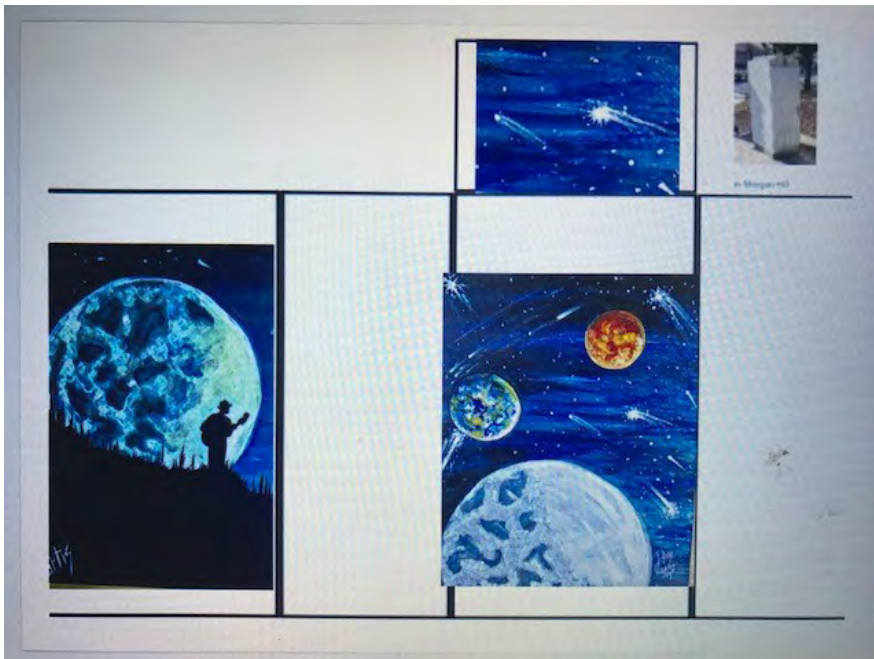


Attachment: Danielle DeRome Art Proposal (1905 : Leadership Morgan Hill Replacement Art)



1. Inspire Others

- **New Location: Tennant and Vineyard**
- **Artist Patty Curtis:** (Early 2000, ran my own ArtSchool "Clubhouse" in MH. Art teacher PA Walsh the last 4 years, Art teacher at Morgan Hill ArtSchool. Winner of 'Wine Stroll Poster contest' last year', 3rd place winner Garlic Festival poster Con-test. Wine & Paint Party Teacher (2014-present). Singer in Fast Lane Band for 20 years. Designed posters for Downtown Association 2004-2013.
- **Artist's description:** Music, the universal language: The world is brought together by the arts. Inspire others to discover their inner artist... If you want something bad enough it can be yours. The sky is the limit.



Attachment: Patty Curtis Art Proposal (1905 : Leadership Morgan Hill Replacement Art)



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

APPROVE CITY POSITION ON PENDING LEGISLATION SB 794 (FIREWORKS)

RECOMMENDATION(S)

Receive legislative correspondence.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment
Maintaining Fiscal Responsibility
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust

REPORT NARRATIVE:

Consistent with Resolution No. 6851, the City Council recognizes that occasional situations arise where communication indicating support or opposition regarding pending State legislation is timely and may occur prior to the next scheduled City Council meeting. Under these circumstances, the Mayor or City Manager is delegated the authority to prepare, execute and transmit written or verbal communications indicating a City's position on pending legislation as long as the following criteria are met: a) the League of California Cities has requested the City to comment or take a position, b) the timing to express a position occurs prior to the next scheduled Council meeting, and c) the pending State legislation clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal, or Strategy. When this occurs, a written report to the City Council is required at the next possible meeting.

SB 794 (Stern) Fireworks: fireworks stewardship program (Support)

This bill would form the Fireworks Stewardship Program, which would establish procedures to provide for the transfer, storage, transportation, and repurposing of seized fireworks. Storage of illegal fireworks seized by local agencies is costly and burdensome. As with other products for which disposal or recycling is problematic for local governments, the City supports a stewardship program to alleviate the costs of handling these products.

Under the bill, this stewardship entity would be responsible for, amongst other things, providing funding for fireworks enforcement, education, and disposal, collaborating with state and local law enforcement to reduce the volume of illegal fireworks entering California, and assisting the Office of the State Fire Marshal in sorting, classifying and packing all seized fireworks. The bill would require a charge to be collected at the point of retail sale of safe and sane fireworks, to be remitted to the fireworks stewardship organization.

In order to express the City's position in a timely manner, letters of support were sent to the appropriate representatives from the City Manager on July 24, 2018.

COMMUNITY ENGAGEMENT: Inform

ALTERNATIVE ACTIONS:

Council could rescind position taken.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

The destruction of fireworks is provided by a licensed and insured disposal contract. Depending on the year to year confiscation of fireworks in the City, the cost savings could be in the thousands of dollars annually should this bill pass.

CEQA (California Environmental Quality Act):

Not a Project - Proposals for legislation to be enacted by the State Legislature.

LINKS/ATTACHMENTS:

1. SB 794 Fireworks Stewardship Program Letter of Support 7.24.2018
2. SB 794 Bill Text



17575 Peak Avenue
Morgan Hill, CA 95037-4128
www.morganhill.ca.gov

July 24, 2018

The Honorable Adam Gray, Chair
Assembly Committee on Governmental Organization
1020 N Street, Room 162
Sacramento, CA 95814

RE: Support SB 794 (Stern)

Dear Assembly-Member Gray,

SB 794 creates a five-year pilot program to allow the Office of State Fire Marshal (OSFM) to work with the fireworks industry to repurpose commercially viable fireworks that have been confiscated by local law enforcement. This bill also creates a sustainable funding source to pay for disposal of illegal fireworks.

Under state law, the OSFM is responsible for the management and disposal of seized illegal fireworks. State law allows only certain fireworks—those designated as “safe and sane” by the OSFM—to be sold in California.

Each year the State seizes on average over 220,000 pounds of fireworks needing to be disposed. There is currently no long-term sustainable funding source for the enforcement on the illegal fireworks operation or the disposal of these fireworks. Without a stable funding source for enforcement and disposal, there is no way to dispose of the existing and anticipated stockpiles of dangerous and illegal fireworks that are currently being stored by local fire and law enforcement entities. Of the material that is confiscated, eighty percent are consumer fireworks that are approved for sale at the federal level but are not approved for sale in California. These fireworks are commercially viable and can be sold in other states. The remainder of the material is true hazardous waste that must be disposed of in accordance with State and Federal law.

The illegal importation of fireworks, that are not safe and sane, is an issue of enforcement. Disposal of illegal fireworks has taken so much time and resources that the OSFM has not been able to tackle enforcement adequately. This new approach allows the OSFM to focus resources on preventing the importation of illegal fireworks.

SB 794 is a solution that creates a sustainable funding model that increases the enforcement and creates a program to deal responsibly the stockpiles of illegal fireworks. For all these reasons, Morgan Hill Fire is strongly in support of this bill.

Sincerely,

Christina Turner
City Manager

AMENDED IN ASSEMBLY JUNE 7, 2018

AMENDED IN SENATE MARCH 29, 2017

SENATE BILL

No. 794

Introduced by Senator Stern

February 17, 2017

~~An act to amend Section 26130 of the Business and Professions Code, relating to marijuana.~~ *An act to amend Sections 12505, 12513, 12555, 12556, 12558, 12561, 12562, 12563, 12564, 12565, 12566, 12570, 12572, 12581, 12585, 12586, 12587, 12590, 12604, 12605, 12637, 12643, 12645, 12648, 12649, 12670, 12673, 12686, 12723, 12725, 12726, and 12728 of, to add and repeal Chapter 6.5 (commencing with Section 12655) of Part 2 of Division 11 of, to repeal Sections 12509 and 12668 of, and to repeal and add Section 12557 of, the Health and Safety Code, relating to fireworks.*

LEGISLATIVE COUNSEL'S DIGEST

SB 794, as amended, Stern. ~~Edible marijuana products: labeling and packaging.~~ *Fireworks: fireworks stewardship program.*

Existing law requires various entities, including the State Fire Marshal, to seize certain prohibited fireworks. Existing law requires the Office of the State Fire Marshal to consult with public safety agencies and other stakeholders and develop a model ordinance that permits local jurisdictions to adopt streamlined enforcement and administrative fine procedures related to possession of 25 pounds or less of dangerous fireworks.

This bill would repeal the provisions relating to a model ordinance governing enforcement and administrative fine procedures. The bill would authorize and encourage local jurisdictions to adopt by ordinance a streamlined enforcement and administrative fine procedure related

to the possession of 25 pounds or less of dangerous fireworks, as provided.

Existing law authorizes the State Fire Marshal to issue licenses related to fireworks and pyrotechnic devices, including a wholesaler's license. Existing law provides that a wholesaler's license allows the sale and transportation of all types of fireworks, as provided.

This bill would, commencing January 1, 2019, prohibit the State Fire Marshal from issuing or renewing wholesaler's licenses for the sale of safe and sane fireworks unless the applicant is a member of the fireworks stewardship organization, as defined. The bill would, until January 1, 2024, establish the Fireworks Stewardship Program, which would, among other things, prescribe procedures for entities that are authorized to seize fireworks to provide for the transfer, storage, transportation, and repurposing of seized fireworks, in accordance with specified requirements, including that the fireworks are managed and transported in accordance with all applicable state and federal hazardous waste laws and regulations. The bill would authorize the State Fire Marshal to transfer any commercially viable fireworks to the fireworks stewardship organization after the fireworks stewardship organization submits a fireworks stewardship plan to the State Fire Marshal, as provided.

The bill would require a charge to be collected at the point of retail sale of safe and sane fireworks, to be remitted to the fireworks stewardship organization. The bill would require the fireworks stewardship organization to determine the rules and procedures that would be necessary and proper to implement the collection of the charge in a fair, efficient, and lawful manner. The bill would require, on or before November 1, 2019, and on or before November 1 annually thereafter, the fireworks stewardship organization to reimburse the Department of Forestry and Fire Protection for the costs necessary to implement this program and would require the charge described above to be sufficient to fund this reimbursement. The bill would prescribe procedures for the conduct of audits and would impose recordkeeping and reporting requirements on the fireworks stewardship organization. The bill would authorize the State Fire Marshal to impose administrative civil penalties on the fireworks stewardship organization for violations of program requirements, and would require that all revenues collected from those administrative civil penalties be deposited in the State Fire Marshal Fireworks Enforcement and Disposal Fund, as provided. The bill would require the State Fire Marshal to convene a task force to

investigate the issue of illegal fireworks sales in the state and would require, on or before January 1, 2021, the task force to present a report with recommendations to specified committees of the Legislature on reducing the volume of illegal fireworks being sold in the state. The bill would require the department to establish a local grant program for illegal fireworks enforcement and interdiction operations, as provided.

Existing law requires the State Fire Marshal to examine and classify all fireworks or pyrotechnic devices intended for sale in the state that are products of nonlicensed manufacturers, upon application and a fee. Existing law provides that the fee shall be \$10 for each label of an item of identical size and design of a given lot or batch, as provided.

This bill would delete the \$10 fee provision and instead authorize the State Fire Marshal to determine the fee amount. The bill would require each lot or batch to include, among other things, 10 samples of the fireworks or pyrotechnic device.

Existing law provides that if dangerous fireworks are seized pursuant to a local ordinance that provides for administrative fines or penalties and these fines or penalties are collected, the local governmental entity collecting the fines or penalties shall forward 65% of that money to the Controller for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund.

This bill would instead require the local government entity to forward 25% of that money, among other changes.

This bill would also make conforming and nonsubstantive changes.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

This bill would include a change in state statute that would result in a taxpayer paying a higher tax within the meaning of Section 3 of Article XIII A of the California Constitution, and thus would require for passage the approval of $\frac{2}{3}$ of the membership of each house of the Legislature.

Existing law, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA), enacted as an initiative statute at the November 8, 2016, statewide general election, regulates the cultivation, distribution, and use of marijuana for nonmedical purposes by individuals 21 years of age and older, including edible marijuana products. Existing law requires an edible marijuana product that is in solid form to be delineated or

scored into standardized serving sizes if the marijuana product contains more than one serving.

~~This bill would additionally require each single serving of an edible marijuana product to be stamped, marked, or otherwise imprinted directly on the product with a universal symbol that is designed by the Bureau of Marijuana Control. The bill would specify the required size and visibility of the universal symbol.~~

~~The bill would require edible marijuana products to be sold in packaging that is tamperproof, child resistant, and, if the product contains more than one serving, resealable.~~

~~AUMA authorizes the Legislature to amend, by a $\frac{2}{3}$ vote, certain provisions of the act, provided that the amendments are consistent with, and further the purposes and intent of, the act.~~

~~This bill would declare that its provisions further specified purposes and the intent of the act.~~

Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 12505 of the Health and Safety Code is
- 2 amended to read:
- 3 12505. "Dangerous fireworks" includes all of the following:
- 4 (a) Any fireworks ~~which that~~ contain any of the following:
- 5 (1) Arsenic sulfide, arsenates, or arsenites.
- 6 (2) Boron.
- 7 (3) Chlorates, except:
- 8 (A) In colored smoke mixture in which an equal or greater
- 9 amount of sodium bicarbonate is included.
- 10 (B) In caps and party poppers.
- 11 (C) In those small ~~items (such items, such as ground spinners)~~
- 12 spinners, wherein the total powder content does not exceed 4 grams
- 13 of which not greater than 15 ~~percent (or percent, or 600 milligrams)~~
- 14 milligrams, is potassium, sodium, or barium chlorate.
- 15 (4) Gallates or Gallic acid.
- 16 (5) ~~Magnesium (magnesium-aluminum Magnesium, except that~~
- 17 magnesium-aluminum alloys, called magnalium, ~~are permitted).~~
- 18 permitted.
- 19 (6) Mercury salts.

(7) Phosphorous ~~(red that is red or white~~ white, except that red phosphorus is permissible in caps and party ~~poppers)~~ *poppers*.

(8) Picrates or picric acid.

(9) Thiocyanates.

(10) Titanium, except in particle size greater than 100-mesh.

(11) Zirconium.

(b) Firecrackers.

(c) Skyrockets and rockets, including all devices ~~which that~~ employ ~~any a~~ combustibile or explosive material and ~~which that~~ rise in the air during discharge.

(d) Roman candles, including all devices ~~which that~~ discharge balls of fire into the air.

(e) Chasers, including all devices ~~which that~~ dart or travel about the surface of the ground during discharge.

(f) Sparklers more than 10 inches in length or one-fourth of one inch in diameter.

(g) All fireworks designed and intended by the manufacturer to create the element of surprise upon the user. These items include, but are not limited to, auto-foolers, cigarette loads, exploding golf balls, and trick matches.

(h) Fireworks known as devil-on-the-walk, or any other firework ~~which that~~ explodes through means of friction, unless otherwise classified by the State Fire Marshal pursuant to this part.

(i) Torpedoes of all kinds ~~which that~~ explode on impact.

(j) Fireworks kits.

(k) ~~Such other~~ Other fireworks examined and tested by the State Fire Marshal and determined by ~~him~~, *him or her*, with the advice of the State Board of Fire Services, to possess characteristics of design or construction ~~which that~~ make ~~such the~~ fireworks unsafe for use by ~~any a~~ person not specially qualified or trained in the use of fireworks.

SEC. 2. Section 12509 of the Health and Safety Code is repealed.

~~12509. "Exporter" means any person who sells, consigns, or delivers fireworks located within this state for delivery, use, or sale out of this state.~~

SEC. 3. Section 12513 of the Health and Safety Code is amended to read:

1 12513. ~~“Importer”~~ “Importer-exporter” or “importer and
 2 exporter” means any person who for any purpose does any of the
 3 following:

4 (a) Brings fireworks into this state or causes fireworks to be
 5 brought into this state.

6 (b) Procures the delivery or receives shipments of ~~any~~ fireworks
 7 into this state.

8 (c) Buys or contracts to buy fireworks for shipment into this
 9 state.

10 (d) *Sells, consigns, or delivers fireworks located within this*
 11 *state for delivery, use, or sale out of the state.*

12 *SEC. 4. Section 12555 of the Health and Safety Code is*
 13 *amended to read:*

14 12555. The State Fire Marshal or his *or her* salaried deputies
 15 may make an examination of the books and records of ~~any a~~
 16 licensee or permittee relative to fireworks, and may visit and
 17 inspect ~~any a~~ building or other premises subject to the control of,
 18 or used by, the licensee or permittee for any purpose related to
 19 fireworks of ~~any a~~ licensee or permittee at any time he *or she* may
 20 deem necessary for the purpose of enforcing ~~the provisions of this~~
 21 part.

22 *SEC. 5. Section 12556 of the Health and Safety Code is*
 23 *amended to read:*

24 12556. In addition to the obligations described in Section
 25 13110.5, on or before ~~July 1, 2008~~, *December 31, 2019*, the State
 26 Fire Marshal shall identify and evaluate methods to capture more
 27 detailed data relating to fires, damages, and injuries caused by both
 28 dangerous fireworks and safe and sane fireworks. These evaluation
 29 methods shall include a cost analysis related to capturing and
 30 reporting the data and shall meet or exceed the specificity, detail,
 31 and reliability of the data captured under the ~~former~~ California
 32 ~~Fire All Incident Reporting System (CFIRS)~~. *(CAIRS)*. The State
 33 Fire Marshal shall furnish a copy of these evaluation methods to
 34 ~~any an~~ interested person upon request.

35 *SEC. 6. Section 12557 of the Health and Safety Code is*
 36 *repealed.*

37 ~~12557. (a) The Office of the State Fire Marshal shall consult~~
 38 ~~with public safety agencies and other stakeholders as deemed~~
 39 ~~necessary by the State Fire Marshal and develop a model ordinance~~
 40 ~~that permits local jurisdictions to adopt a streamlined enforcement~~

1 and administrative fine procedures related to the possession of 25
2 pounds or less of dangerous fireworks. These procedures shall be
3 limited to civil fines and as authorized pursuant to Section 53069.4
4 of the Government Code, and provide that the fines collected
5 pursuant to this section shall not be subject to Section 12706. The
6 model ordinance shall include provisions for reimbursing the Office
7 of the State Fire Marshal for the costs associated with the disposal
8 of seized fireworks and collecting these disposal costs as part of
9 an administrative fine as described in subdivision (c).

10 (b) An ordinance of a local jurisdiction in effect on or after
11 January 1, 2008, that is related to dangerous fireworks and is not
12 the model ordinance described in subdivision (a) shall, as soon as
13 practicable, comply with all of the following:

14 (1) The ordinance shall be amended or adopted to include
15 provisions for cost reimbursement to the Office of the State Fire
16 Marshal and the collection of disposal costs as part of an
17 administrative fine as described in subdivision (c).

18 (2) The ordinance shall be amended or adopted to provide that
19 the ordinance shall be limited to a person who possesses or the
20 seizure of 25 pounds or less of dangerous fireworks.

21 (3) The ordinance shall be amended or adopted to provide that
22 the fines collected pursuant to the ordinance shall not be subject
23 to Section 12706.

24 (c) The State Fire Marshal shall, in consultation with local
25 jurisdictions, develop regulations to specify a procedure on how
26 to cover the cost to the Office of the State Fire Marshal for the
27 transportation and disposal of dangerous fireworks that are seized
28 by local jurisdictions. The regulations shall include, but are not
29 limited to, all of the following:

30 (1) A cost recovery procedure to collect, as part of an
31 administrative fine, the actual cost for transportation and disposal
32 of dangerous fireworks from any person who violates a local
33 ordinance related to dangerous fireworks.

34 (2) The method by which the actual cost for transportation and
35 disposal by the Office of the State Fire Marshal will be calculated.

36 (3) The method, manner, and procedure the local jurisdiction
37 is required to follow to forward the amounts collected pursuant to
38 paragraph (1) to the State Fire Marshal.

39 *SEC. 7. Section 12557 is added to the Health and Safety Code,*
40 *to read:*

1 12557. (a) A local jurisdiction may, and is encouraged to,
 2 adopt by ordinance a streamlined enforcement and administrative
 3 fine procedure related to the possession of 25 pounds or less of
 4 dangerous fireworks. These procedures shall be limited to civil
 5 fines and as authorized pursuant to Section 53069.4 of the
 6 Government Code.

7 (b) The ordinance may include provisions for cost
 8 reimbursement to the local jurisdiction, the Office of the State Fire
 9 Marshal, or both, including the collection and disposal costs of
 10 the dangerous fireworks in addition to any administrative fines.

11 (c) The ordinance shall be limited to a person who possesses,
 12 or the seizure of, 25 pounds or less of dangerous fireworks.

13 (d) The ordinance may provide for social host liability in order
 14 to make owners, renters, and lessees and those that have possession
 15 of residence or other property responsible for dangerous illegal
 16 fireworks possession and use on that property.

17 SEC. 8. Section 12558 of the Health and Safety Code is
 18 amended to read:

19 12558. The licensee or permittee shall permit the chief of the
 20 issuing authority, or his or her authorized representatives, as
 21 qualified in Section 12721, to enter and inspect ~~any a~~ building or
 22 other premises subject to the control ~~of of~~, or used ~~by by~~, the
 23 licensee or permittee for ~~any a~~ purpose related to fireworks at any
 24 time for the purpose of enforcing ~~the provisions of~~ this part.

25 SEC. 9. Section 12561 of the Health and Safety Code is
 26 amended to read:

27 12561. All fireworks examined by the State Fire Marshal and
 28 determined by him or her to come within the definition of
 29 “dangerous fireworks” in Section 12505 shall be classified as
 30 dangerous fireworks.

31 SEC. 10. Section 12562 of the Health and Safety Code is
 32 amended to read:

33 12562. All fireworks examined by the State Fire Marshal and
 34 determined by him or her to come within the definition of “safe
 35 and sane fireworks” in Section 12529 shall be classified as safe
 36 and sane fireworks.

37 SEC. 11. Section 12563 of the Health and Safety Code is
 38 amended to read:

39 12563. All fireworks examined by the State Fire Marshal and
 40 determined by him or her to come within the definition of

1 “agricultural and wildlife fireworks” in Section 12503 shall be
2 classified as agricultural and wildlife fireworks.

3 *SEC. 12. Section 12564 of the Health and Safety Code is*
4 *amended to read:*

5 12564. All fireworks examined by the State Fire Marshal and
6 determined by him or her to come within the definition of “exempt
7 fireworks” in Section 12508 shall be classified as exempt fireworks.

8 *SEC. 13. Section 12565 of the Health and Safety Code is*
9 *amended to read:*

10 12565. All fireworks or toy ~~propellant~~ *propellant* devices
11 containing pyrotechnic compositions examined by the State Fire
12 Marshal and found by him or her to come within the definition of
13 “model rocket” or “model rocket motor” in Section 12519 or
14 12520, respectively, shall be classified as model rocket motors.

15 *SEC. 14. Section 12566 of the Health and Safety Code is*
16 *amended to read:*

17 12566. All pyrotechnic devices examined by the State Fire
18 Marshal and found by him or her to come within the definition of
19 “emergency signaling devices” in Section 12506 shall be classified
20 by the State Fire Marshal as emergency signaling devices.

21 *SEC. 15. Section 12570 of the Health and Safety Code is*
22 *amended to read:*

23 12570. The State Fire Marshal may issue ~~any~~ a license
24 described in this part, subject to the regulations ~~which~~ *that* he or
25 she may adopt ~~that are~~ not inconsistent with the provisions of this
26 part.

27 *SEC. 16. Section 12572 of the Health and Safety Code is*
28 *amended to read:*

29 12572. (a) A wholesaler’s license allows the sale and
30 transportation of all types of fireworks to licensed retailers, or
31 retailers operating under a permit, licensed public display operators,
32 and other licensed wholesalers in California only and sale to special
33 effects pyrotechnic operators holding a valid permit and sale of
34 exempt fireworks to those industrial and commercial concerns that
35 possess a valid permit from the local agency having jurisdiction
36 in the area where ~~such~~ the fireworks are to be used or stored.

37 (b) *Commencing on January 1, 2019, the State Fire Marshal*
38 *shall only issue or renew wholesaler’s licenses for the sale of safe*
39 *and sane fireworks if the applicant for a license is a member of*
40 *the fireworks stewardship organization.*

1 SEC. 17. Section 12581 of the Health and Safety Code is
2 amended to read:

3 12581. ~~Any~~A person who desires to manufacture, import,
4 export, ~~sell~~ sell, or use ~~fireworks~~, fireworks shall first make a
5 written application for a license to the State Fire Marshal on forms
6 provided by ~~him~~. ~~Such~~ him or her. The application shall be
7 accompanied by the annual license fee as prescribed in this chapter.

8 SEC. 18. Section 12585 of the Health and Safety Code is
9 amended to read:

10 12585. ~~Any~~An applicant may withdraw his or her application
11 for a license or renewal of a license and the State Fire Marshal
12 may allow the withdrawal when he or she has determined that it
13 is in the best interest of public safety or the administration of this
14 part.

15 SEC. 19. Section 12586 of the Health and Safety Code is
16 amended to read:

17 12586. The suspension, expiration, or forfeiture by operation
18 of law of a license issued by the State Fire Marshal, or its
19 suspension, forfeiture, or cancellation by order of the State Fire
20 Marshal or by a court of law, or its surrender to the State Fire
21 Marshal shall not, during any period in which it may be renewed,
22 restored, reissued, or reinstated, deprive the State Fire Marshal of
23 his or her authority to institute or continue disciplinary action
24 against the licensee upon any ground provided by law, or to enter
25 an order suspending or revoking a license or otherwise taking
26 disciplinary action against the licensee on any such ground.

27 SEC. 20. Section 12587 of the Health and Safety Code is
28 amended to read:

29 12587. A written report by the State Fire Marshal, ~~any of his~~
30 his or her deputies, or salaried assistants, or by the chief of ~~any a~~
31 city or county fire department or fire protection district or ~~their~~ his
32 or her authorized representatives, disclosing that the applicant for
33 a license or for renewal of a license does not meet, or the premises
34 for which the license is required do not meet, the qualifications or
35 conditions for ~~such~~ the license as required by this part or
36 regulations adopted pursuant to this part, may constitute grounds
37 for denial of ~~any~~ an application for the license or renewal of the
38 license.

39 SEC. 21. Section 12590 of the Health and Safety Code is
40 amended to read:

1 12590. The State Fire Marshal may deny or revoke ~~any a~~
 2 license issued pursuant to this part if the State Fire Marshal finds
 3 any of the following conditions has occurred:

4 (a) The licensee has failed to pay the annual renewal license
 5 fee provided in this chapter.

6 (b) The licensee or license applicant has violated any provisions
 7 of this part or any regulations adopted by the State Fire Marshal
 8 pursuant to this part.

9 (c) The licensee or license applicant has created or caused a
 10 fire nuisance.

11 (d) The licensee has failed to keep full, complete, and accurate
 12 records or failed to file any required reports.

13 (e) ~~Any~~ A fact or condition exists ~~which~~; *that*, if it had existed
 14 at the time of the original application for the ~~license~~ *license*,
 15 reasonably would have warranted the State Fire Marshal in refusing
 16 originally to issue the license.

17 (f) The permit issued under Section 12640 has been rescinded
 18 or revoked by the issuing authority.

19 (g) ~~Any~~ A licensee or license applicant has refused to make
 20 available to the State Fire Marshal full, complete, and accurate
 21 records.

22 (h) *The licensee does not participate in a fireworks stewardship*
 23 *program.*

24 *SEC. 22. Section 12604 of the Health and Safety Code is*
 25 *amended to read:*

26 12604. Following the revocation or voluntary surrender of a
 27 license, or failure to renew his *or her* license, ~~any a~~ person in
 28 lawful possession of lawfully acquired fireworks for which a
 29 license is required may sell or otherwise dispose of ~~such the~~
 30 fireworks only under supervision of the State Fire Marshal and in
 31 such a manner as ~~he the State Fire Marshal~~ shall provide by
 32 regulations and solely to persons who are authorized to buy,
 33 possess, sell, or use ~~such those~~ fireworks. ~~Such That~~ disposal shall
 34 be accomplished not later than 90 days from the legal revocation,
 35 voluntary surrender, or ~~day that expiration of the license expires.~~
 36 ~~Any license.~~ A person possessing fireworks pursuant to this section
 37 shall report the disposition of ~~such the~~ fireworks to the local
 38 authority who issued the storage permit within the time period
 39 specified by this section.

1 SEC. 23. Section 12605 of the Health and Safety Code is
2 amended to read:

3 12605. ~~Any~~A person found guilty of violating any of the
4 provisions of this part is not eligible to apply for a new license,
5 apply for a renewal of a license, or take an examination for ~~any~~ a
6 license for a period of one year from the date of ~~any~~ a conviction.
7 The State Fire Marshal may waive the provisions of this section
8 when he or she finds the granting of a license will not endanger
9 public safety.

10 SEC. 24. Section 12637 of the Health and Safety Code is
11 amended to read:

12 12637. (a) All fireworks or pyrotechnic devices intended for
13 sale in this state, ~~which~~ that are products of nonlicensed
14 manufacturers, shall be examined and classified by the State Fire
15 Marshal upon written application on forms provided by ~~him~~. Such
16 ~~him or her~~. The application shall be accompanied by a ~~fee as~~
17 ~~follows:~~ fee, in an amount determined by the State Fire Marshal.

18 ~~(a) Ten dollars (\$10)~~

19 (b) The fee shall be assessed for each label of an item of
20 identical size and design of a given lot or batch, provided that the
21 lot or batch is identifiable by a code, serial number, shipment lot,
22 case cargo number, ~~etc.~~ or other similar methods.

23 (c) Each lot or batch shall include 10 samples of the firework
24 or pyrotechnic device, with the proper label, name of the item, EX
25 or FC number, how it should be classified, such as safe and sane,
26 snap cap, or party popper, and a copy of the EX or FC application
27 with chemical analysis and a drawing of the item.

28 (d) A separate application and fee shall be submitted for each
29 lot or batch.

30 ~~A separate application and fee shall be submitted for each lot or~~
31 ~~batch.~~

32 The

33 (e) The State Fire Marshal seal and the wholesalers or importers
34 registration number shall not be imprinted on the label until the
35 lot or batch has been examined and classified.

36 SEC. 25. Section 12643 of the Health and Safety Code is
37 amended to read:

38 12643. ~~Any~~A licensee desiring to do ~~any~~ an act specified in
39 Section 12640 shall first make a written application for a permit
40 to the chief of the fire department or the chief fire prevention

1 officer of the city or county, or to ~~such other~~ *another* issuing
 2 authority ~~which that~~ may be designated by the governing body of
 3 the city or county. In the event there is ~~no such~~ *not an* officer or
 4 person appointed within the area, *an* application shall be made to
 5 the State Fire Marshal or his *or her* deputy. Applications for
 6 permits shall be made in writing at least 10 days ~~prior to~~ *before*
 7 the proposed act.

8 *SEC. 26. Section 12645 of the Health and Safety Code is*
 9 *amended to read:*

10 12645. The officer to whom the application for a permit is
 11 made shall undertake an investigation and submit a report of his
 12 *or her* findings and his *or her* recommendation concerning the
 13 issuance of the permit, together with his *or her* reasons therefor,
 14 to the governing body of the city or county. The applicant for a
 15 permit to conduct a public display shall file a certificate evidencing
 16 the possession of a valid public display license with the officer
 17 making the investigation.

18 *SEC. 27. Section 12648 of the Health and Safety Code is*
 19 *amended to read:*

20 12648. The officer to whom the application for a permit for a
 21 public display of fireworks is made shall ~~make an investigation~~
 22 *investigate* to determine whether ~~such a~~ *the* display as proposed
 23 will be of ~~such a~~ character or ~~so~~ located *such* that it may be
 24 hazardous to property or dangerous to any person. He *or she* shall,
 25 in the exercise of reasonable discretion, recommend granting or
 26 denying the permit, subject to ~~such~~ *those* conditions as he *or she*
 27 may prescribe.

28 *SEC. 28. Section 12649 of the Health and Safety Code is*
 29 *amended to read:*

30 12649. The applicant for a permit for ~~any a~~ public display of
 31 fireworks shall, at the time of application, submit his *or her* license
 32 for inspection and furnish proof that he *or she* carries compensation
 33 insurance for his *or her* employees as provided by the laws of this
 34 state.

35 *SEC. 29. Chapter 6.5 (commencing with Section 12655) is*
 36 *added to Part 2 of Division 11 of the Health and Safety Code, to*
 37 *read:*

1
2 *CHAPTER 6.5. FIREWORKS STEWARDSHIP PROGRAM*
3

4 12655. (a) This chapter shall be known, and may be referred
5 to, as the Fireworks Stewardship Program.

6 (b) It is the intent of the Legislature to create a uniform
7 statewide policy regarding a state, county, special district, and
8 local government entity's safe seizure, storage, repurposing,
9 destruction, or disposal of 1.4G federally approved dangerous
10 fireworks and 1.4G California, classified safe and sane fireworks.

11 12656. For purposes of this chapter, the following definitions
12 apply:

13 (a) "Collection site" means a site recognized by the Office of
14 the State Fire Marshal where seizing entities shall deposit
15 fireworks for collection by the State Fire Marshal or his or her
16 designee.

17 (b) "Dangerous fireworks" has the same meaning as in Section
18 12505.

19 (c) "Commercially viable" means federally approved dangerous
20 consumer fireworks or California safe and sane fireworks that
21 have been determined by the fireworks stewardship organization
22 and the State Fire Marshal to be in physical condition to be
23 repurposed or resold in states that are noncontiguous to California.

24 (d) "Federally approved dangerous consumer fireworks" means
25 dangerous fireworks, as defined in Section 12505, that are
26 approved by the United States Consumer Product Safety
27 Commission and comply with Part 1507 (commencing with Section
28 1507.1) of Subchapter C of Chapter II of Title 16 of the Code of
29 Federal Regulations and the United States Department of
30 Transportation requirements set forth in Title 49 of the Code of
31 Federal Regulations.

32 (e) "Fireworks" has the same meaning as in Section 12511.

33 (f) "Fireworks management charge" or "charge" means the
34 charge imposed on the sale of safe and sane fireworks and
35 collected at the retail point of sale.

36 (g) "Fireworks stewardship plan" or "fireworks plan" means
37 a plan submitted to the State Fire Marshal pursuant to Section
38 12659.

39 (h) "Fireworks stewardship organization" means the nonprofit
40 organization established by the wholesalers of safe and sane

1 fireworks, as defined in subdivision (k), in order to implement the
2 Fireworks Stewardship Program.

3 (i) “Management” or “manage” means a uniform statewide
4 policy regarding the state’s policy on seizure, storage, repurposing,
5 disposal, or destruction of 1.4G federally approved dangerous
6 fireworks or 1.4G safe and sane fireworks held in trust for the
7 State Fire Marshal, or seized by the State Fire Marshal.

8 (j) “Retailer” has the same meaning as Section in 12528.

9 (k) “Safe and sane fireworks” has the same meaning as Section
10 12529.

11 (l) “Seizing entity” means an entity authorized to seize fireworks
12 pursuant to Section 12721 and any local or state fire or law
13 enforcement agency that stores fireworks on that entity’s behalf.

14 (m) “Wholesaler” means a wholesaler, as that term is used in
15 Section 12533, who has a license to sell safe and sane fireworks
16 in the state and participates in the fireworks stewardship
17 organization.

18 12657. (a) A seizing entity shall separate fireworks from items
19 listed in subdivision (f) that are not legal for sale to consumers in
20 California or any other state, and ensure that this material is stored
21 in accordance with all applicable state and federal hazardous
22 waste laws and regulations until the time when these fireworks
23 can be disposed of by the appropriate local bomb squad.

24 (b) A seizing entity shall notify the State Fire Marshal or his or
25 her designee within three days of the determination that the seized
26 product may be transferred. The notification shall include the
27 amount of federally approved dangerous consumer fireworks and
28 safe and sane fireworks that have been seized, and a general
29 description of the condition of the packaging of the fireworks.

30 (c) The State Fire Marshal or his or her designee shall
31 coordinate with the seizing entity on the transportation of all seized
32 consumer fireworks to a collection site determined by the State
33 Fire Marshal. Only the State Fire Marshal or his or her designee
34 shall sort the seized consumer fireworks for purposes of
35 determining what is commercially viable fireworks and what is
36 hazardous waste. Any waste shall be managed by the State Fire
37 Marshal in compliance with state and federal laws.

38 (d) The State Fire Marshal or his or her designee shall have
39 discretion to transfer any commercially viable fireworks to the
40 fireworks stewardship organization. Any commercially viable

1 fireworks shall be given to the fireworks stewardship organization
 2 after the organization complies with Section 12659. Seized
 3 fireworks shall not be accepted by the State Fire Marshal, his or
 4 her designee, or the fireworks stewardship organization without
 5 an accompanying completed State Fire Marshal fireworks seizure
 6 form.

7 (e) The fireworks stewardship organization may, to the extent
 8 allowed by any applicable state and federal laws, repurpose and
 9 retain any seized federally approved dangerous consumer fireworks
 10 within the state for a period not exceeding 90 days. Before the
 11 expiration of the 90-day period, the fireworks stewardship
 12 organization shall ship those fireworks to a site operated by the
 13 fireworks stewardship organization or one of its members
 14 wholesalers it has authorized, or another entity in another state
 15 that is authorized to accept the shipment.

16 (f) The State Fire Marshal, his or her designee, or the fireworks
 17 stewardship organization shall not be required to accept any of
 18 the following materials:

- 19 (1) Military ordinance.
- 20 (2) Explosives, as defined by Section 12000.
- 21 (3) Blasting caps.
- 22 (4) Explosive precursor chemicals.
- 23 (5) Loose pyrotechnic powder.
- 24 (6) Black powder.
- 25 (7) Smokeless powder.
- 26 (8) Destructive devices.
- 27 (9) Improvised explosive devices.
- 28 (10) Homemade fireworks.
- 29 (11) Emergency signaling devices.
- 30 (12) Agricultural and wildlife devices.
- 31 (13) Road flares.
- 32 (14) Fuzees.
- 33 (15) Electric matches.
- 34 (16) Hobby fuses.
- 35 (17) Butane lighters.
- 36 (18) Matches.
- 37 (19) 1.3G fireworks.
- 38 (20) Wet fireworks.

39 (g) The fireworks stewardship organization shall only be
 40 required to accept legal transfers of commercially viable fireworks

1 in their useable condition, which have been tested by the American
2 Fireworks Standards Laboratory or other organization accepted
3 by the United States Consumer Product Safety Commission. These
4 fireworks shall be identifiable with legitimate and active EX
5 numbers issued by the federal Pipeline and Hazardous Materials
6 Safety Administration or an FC number authorized by the federal
7 Pipeline and Hazardous Materials Safety Administration.

8 (h) In the event of intentional destruction, damage, or conscious
9 and voluntary disregard of the need to use reasonable care by the
10 seizing entity, as determined by the State Fire Marshal, the seizing
11 entity shall be exclusively responsible for the management or
12 disposal of those fireworks. If the seizing entity desires a hearing
13 to contest the determination by the State Fire Marshal, the entity,
14 or one of its controlling persons, shall request a hearing by written
15 notice to the State Fire Marshal within 30 days of the date of
16 issuance of the determination. The hearing shall be held pursuant
17 to Chapter 5 (commencing with Section 11500) of Part 1 of
18 Division 3 of Title 2 of the Government Code.

19 (i) On a quarterly basis, each seizing entity shall notify the State
20 Fire Marshal of all administrative, civil, or criminal fines or
21 penalties levied or collected pursuant to Section 12700, 12702, or
22 12703 or for any violations of subdivision (b) of Section 12700,
23 any regulation adopted pursuant to subdivision (b) of Section
24 12700, or any fireworks-related ordinance adopted by a local
25 jurisdiction.

26 (j) On or before January 31, 2019, and annually thereafter, the
27 State Fire Marshal shall provide advice to each seizing entity on
28 both of the following:

29 (1) The total poundage of all seized fireworks the seizing entity
30 delivered during the last calendar year.

31 (2) The total poundage of all seized fireworks delivered by the
32 seizing entity in the last calendar year that could not be repurposed
33 and the cost of disposing of those fireworks.

34 12657.5. On or before January 1, 2019, and biennially
35 thereafter, the State Fire Marshal, in consultation with the
36 fireworks stewardship organization and representatives of local
37 fire and law enforcement agencies, shall develop and approve a
38 list of geographically disbursed collection sites. There shall be no
39 additional collection sites other than those used by the State Fire

1 Marshal in 2015, and by January 30, 2020, the number of
2 collections sites shall not exceed 13.

3 12658. (a) On or before November 1, 2019, and on or before
4 November 1 annually thereafter, the fireworks stewardship
5 organization shall reimburse the Department of Forestry and Fire
6 Protection the costs necessary to implement this chapter. Funds
7 shall be deposited into the State Fire Marshal Fireworks
8 Enforcement and Disposal Fund, established pursuant to Section
9 12728, for the implementation of this chapter and for state
10 enforcement efforts to curtail the illegal sales and use of federally
11 approved dangerous consumer fireworks in the state.

12 (b) The amount reimbursed to the state shall not exceed 3
13 percent of the annual gross retail sales of safe and sane fireworks
14 as sold by the wholesalers that are members of the fireworks
15 stewardship organization.

16 12658.5. (a) On or before July 1, 2019, the Department of
17 Forestry and Fire Protection shall establish a local grant program
18 for illegal fireworks enforcement and interdiction operations.
19 Groups eligible for grants shall include local agencies, including
20 cities, counties, and special districts.

21 (b) The Director of Forestry and Fire Protection may authorize
22 advance payments from a grant awarded pursuant to this section.
23 The advance shall not exceed 25 percent of the total grant award.

24 12659. Before it may legally take possession of seized fireworks
25 from the State Fire Marshal, the fireworks stewardship
26 organization shall, not later than January 30, 2019, submit a
27 fireworks stewardship plan to the State Fire Marshal that meets
28 the requirements of this section and includes all of the following:

29 (a) A process for collaborating with the State Fire Marshal with
30 regard to the establishment of program goals and methods of
31 measuring program outcomes.

32 (b) A description of education and outreach efforts to nonprofit
33 organizations, charities, and others who sell safe and sane
34 fireworks regarding fire protection and prevention, the responsible
35 use of safe and sane fireworks, and the hazards of illegal fireworks.

36 (c) The names of licensees and brands of fireworks, exclusive
37 and generic, covered under the plan.

38 (d) A methodology and audit plan for ensuring that any seized
39 fireworks that are legal under federal law are shipped to a state
40 where they are legal and, to the extent possible, to a state that is

1 not contiguous to the State of California. The methodology and
2 audit plan shall also document how the fireworks stewardship
3 organization will meet the requirement for the fireworks to be
4 shipped out of state within 90 days of the fireworks stewardship
5 organization taking possession of them from the seizing entity.

6 12660. (a) (1) On or before August 31, 2019, and before
7 August 31 each year thereafter, each wholesaler that is a fireworks
8 stewardship organization member shall provide the California
9 Department of Tax and Fee Administration a list of all retailers
10 to whom that wholesaler distributed or sold safe and sane fireworks
11 for the current calendar year. The list shall include the appropriate
12 name and address for each retailer and that retailer's seller's
13 permit account number.

14 (2) Any and all information submitted to the California
15 Department of Tax and Fee Administration under this subdivision
16 shall be subject to Section 55381 of the Revenue and Taxation
17 Code. Notwithstanding Section 55381 of the Revenue and Taxation
18 Code, the California Department of Tax and Fee Administration
19 shall provide any and all information obtained under this
20 subdivision to the State Fire Marshal.

21 (b) (1) On or before March 31, 2020, and before March 31
22 each year thereafter, the California Department of Tax and Fee
23 Administration shall provide to the State Fire Marshal, with regard
24 to retailers specified in subdivision (a), the total gross sales
25 reported by retailers on returns filed with the California
26 Department of Tax and Fee Administration for reporting periods
27 that include June and July.

28 (2) Any data submitted to or shared by the California
29 Department of Tax and Fee Administration with the State Fire
30 Marshal, pursuant to this section, is not public record for purposes
31 of the California Public Records Act (Chapter 3.5 (commencing
32 with Section 6250) of Division 7 of Title 1 of the Government Code)
33 and shall not be open to public inspection.

34 (c) For purposes of this section, "gross sales" shall have the
35 same meaning as defined in Section 6012 of the Revenue and
36 Taxation Code.

37 12661. (a) A charge, also known as a fireworks management
38 charge, shall be collected by a licensee at the point of retail sale
39 of safe and sane fireworks, to be remitted to the fireworks

1 stewardship organization. The charge shall not be subject to the
2 state's sales tax.

3 (b) The fireworks stewardship organization shall determine the
4 rules and procedures that are necessary and proper to implement
5 the collection of the charge in a fair, efficient, and lawful manner.

6 (c) The amount of the charge shall be sufficient to fund the
7 reimbursement required pursuant to Section 12658.

8 (d) The fireworks stewardship organization may conduct an
9 audit of those parties that are required to remit the charge to the
10 fireworks stewardship organization to verify that a fireworks
11 management charge is paid and collected correctly and accurately,
12 and to ensure that charges are paid and collected pursuant to this
13 chapter in the correct amount.

14 (e) An audit conducted pursuant to this section shall be carried
15 out in accordance with generally accepted auditing practices and
16 shall be limited in scope to confirming whether the fireworks
17 management charge has been properly collected on all sales of
18 safe and sane fireworks sold to consumers in the state.

19 (f) For purposes of conducting audits pursuant to this section,
20 the fireworks stewardship organization shall hire an independent,
21 third-party auditor.

22 (g) If the fireworks stewardship organization conducts an audit
23 pursuant to this section, the fireworks stewardship organization
24 shall provide a copy of the audit to the State Fire Marshal.

25 12662. The fireworks stewardship organization shall submit
26 an annual report to the State Fire Marshal documenting the prior
27 year's revenues from the resale of the commercially viable
28 fireworks, the locations of the resales, and any administrative costs
29 incurred by the organization, including the implementation costs
30 of the plan pursuant to Section 12659.

31 12663. (a) The fireworks stewardship organization shall keep
32 minutes, books, and records that clearly reflect the activities and
33 transactions of the fireworks stewardship organization conducted
34 pursuant to this chapter.

35 (b) Upon a showing of good cause by the State Fire Marshal,
36 the accounting books of the fireworks stewardship organization
37 may be audited at the fireworks stewardship organization's expense
38 by an independent certified public accountant retained by the
39 fireworks stewardship organization, but at least one audit shall
40 be conducted in the 2021–22 fiscal year.

1 (c) The fireworks stewardship organization shall arrange for
2 the audit to be delivered to the State Fire Marshal. The State Fire
3 Marshal shall review the audit to evaluate the fireworks
4 stewardship organization's compliance with this chapter and
5 consistency with the plan created pursuant to Section 12659. The
6 State Fire Marshal shall notify the fireworks stewardship
7 organization of any compliance issues or inconsistencies. The
8 State Fire Marshal shall not disclose any confidential proprietary
9 information in the audit.

10 (d) The State Fire Marshal may conduct his or her own audit
11 if he or she determines that an audit is necessary to enforce the
12 requirements of this chapter and that the audit conducted pursuant
13 to subdivision (b) is not adequate for this purpose.

14 12664. In the 2021–22 fiscal year, the Office of State Audits
15 and Evaluations within the Department of Finance shall conduct
16 an audit of the Office of the State Fire Marshal's fireworks
17 program, including the activities conducted pursuant to this
18 chapter.

19 12665. (a) The State Fire Marshal may impose an
20 administrative civil penalty on the fireworks stewardship
21 organization for actions that are in violation of this chapter. The
22 amount of the administrative civil penalty shall not exceed five
23 hundred dollars (\$500) per day, but if the violation is determined
24 to be intentional, knowing, or reckless, the State Fire Marshal may
25 impose an administrative civil penalty of not more than five
26 thousand dollars (\$5,000) per day.

27 (b) The State Fire Marshal may impose the administrative civil
28 penalties pursuant to this section in accordance with Chapter 5
29 (commencing with Section 11500) of Part 1 of Division 3 of Title
30 2 of the Government Code.

31 (c) The State Fire Marshal shall not impose a penalty upon the
32 fireworks stewardship organization pursuant to this section for a
33 failure to comply with this chapter as a result of submitting false
34 or misleading information if the fireworks stewardship organization
35 demonstrates that it received false or misleading information from
36 a wholesaler or retailer that was the direct cause of its failure to
37 comply with this chapter.

38 (d) The State Fire Marshal shall deposit all penalties collected
39 pursuant to this section into the State Fire Marshal Fireworks

1 *Enforcement and Disposal Fund, established pursuant to Section*
2 *12728.*

3 12666. *Section 12700 shall not apply to violations of this*
4 *chapter.*

5 12667. *In the event that the retail sale of safe and sane*
6 *fireworks pursuant to Section 12599 is suspended through*
7 *legislative or executive action by the state, the fireworks*
8 *stewardship organization shall suspend operations and the State*
9 *Fire Marshal shall assume responsibility for the management of*
10 *seized fireworks in accordance with Section 12657.*

11 12668. (a) *The State Fire Marshal shall convene a task force*
12 *to investigate the issue of illegal fireworks sales in California. The*
13 *task force shall include representatives of the office of the Attorney*
14 *General and the Department of the California Highway Patrol.*
15 *The task force shall also include representatives of local fire and*
16 *law enforcement agencies, local district attorneys, appropriate*
17 *federal agencies, and the fireworks industry. The task force shall*
18 *consider methods by which the volume of illegal fireworks entering*
19 *California can be reduced, including illegal fireworks being*
20 *imported through the California ports as well as those being*
21 *imported from neighboring states. The task force shall consider*
22 *recommendations for potential license actions against wholesalers*
23 *and other importers responsible for illegal fireworks importation.*

24 (b) *On or before January 1, 2021, the task force shall present*
25 *a report with recommendations on reducing the volume of illegal*
26 *fireworks being sold in California to the Joint Legislative Budget*
27 *Committee and the appropriate policy and fiscal committees of*
28 *the Legislature.*

29 (c) *This section shall remain in effect only until January 1, 2022,*
30 *and as of that date is repealed, unless a later enacted statute that*
31 *is enacted before January 1, 2022, deletes or extends that date.*

32 12669. *This chapter shall remain in effect only until January*
33 *1, 2024, and as of that date is repealed, unless a later enacted*
34 *statute that is enacted before January 1, 2024, deletes or extends*
35 *that date.*

36 SEC. 30. *Section 12670 of the Health and Safety Code is*
37 *amended to read:*

38 12670. *It is unlawful for*~~any~~ *a person to advertise that he or*
39 *she is in*~~any~~ *a business or venture involving fireworks or*
40 *pyrotechnic devices or*~~shall~~ *to cause his or her name or business*

1 name style to be included in ~~any~~ a classified advertisement or
 2 directory under a classification ~~which~~ that includes the word
 3 fireworks, unless he or she is licensed pursuant to this part.

4 *SEC. 31. Section 12673 of the Health and Safety Code is*
 5 *amended to read:*

6 12673. It is unlawful for ~~any~~ a person to store any fireworks
 7 without having in his or her possession a valid permit as required
 8 by this part.

9 *SEC. 32. Section 12686 of the Health and Safety Code is*
 10 *amended to read:*

11 12686. It is unlawful for ~~any~~ a person to use any special effects
 12 fireworks unless he or she possesses a pyrotechnic operator license.

13 *SEC. 33. Section 12723 of the Health and Safety Code is*
 14 *amended to read:*

15 12723. ~~(a) The authority seizing fireworks under the provisions~~
 16 ~~of this chapter shall notify the State Fire Marshal not more than~~
 17 ~~three days following the date of seizure and shall state the reason~~
 18 ~~for the seizure and the quantity, type, and location of the fireworks.~~
 19 ~~Fireworks, with the exception of dangerous fireworks, seized~~
 20 ~~pursuant to Section 12721 shall be disposed of by the State Fire~~
 21 ~~Marshal in the manner prescribed by the State Fire Marshal at any~~
 22 ~~time subsequent to 60 days from the seizure or 10 days from the~~
 23 ~~final termination of proceedings under the provisions of Section~~
 24 ~~12593 or 12724, whichever is later. Dangerous fireworks shall be~~
 25 ~~disposed of according to procedures in Sections 12724 and 12726.~~
 26 ~~Fireworks seized by any authority as defined in this chapter, other~~
 27 ~~than the State Fire Marshal or his or her salaried assistants, shall~~
 28 ~~be held in trust for the State Fire Marshal by that authority.~~

29 ~~(b) This section shall become operative on January 1, 2016.~~

30 *SEC. 34. Section 12725 of the Health and Safety Code is*
 31 *amended to read:*

32 12725. The State Fire Marshal, his or her salaried deputies, or
 33 any chief or his or her authorized representatives as qualified in
 34 this chapter may prevent, stop, or cause to be stopped, ~~any~~ a public
 35 display in progress, or ~~any~~ a proposed public display, when the
 36 location, discharge, or firing of ~~such~~ that public display is
 37 determined by him or her to be hazardous to property or dangerous
 38 to the public.

39 *SEC. 35. Section 12726 of the Health and Safety Code is*
 40 *amended to read:*

1 12726. (a) The dangerous fireworks seized pursuant to this
 2 part ~~shall may be disposed of~~ *managed* by the State Fire Marshal
 3 in the manner prescribed by the State Fire Marshal at any time
 4 after the final determination of proceedings under Section 12724,
 5 or upon final termination of proceedings under Section 12593,
 6 whichever is later. If no proceedings are commenced pursuant to
 7 Section 12724, the State Fire Marshal may ~~dispose of~~ *manage* the
 8 fireworks after all of the following requirements are satisfied:

9 (1) A random sampling of the dangerous fireworks has been
 10 taken, as defined by regulations adopted by the State Fire Marshal
 11 pursuant to Section 12552.

12 (2) The analysis of the random sampling has been completed.

13 (3) Photographs have been taken of the dangerous fireworks to
 14 ~~be destroyed.~~ *managed*.

15 (4) The State Fire Marshal has given written approval for the
 16 ~~destruction~~ *management* of the dangerous fireworks. This approval
 17 shall specify the total weight of the dangerous fireworks seized,
 18 the total weight of the dangerous fireworks to be ~~destroyed~~,
 19 *managed*, and the total weight of the dangerous fireworks not to
 20 be ~~destroyed.~~ *managed*.

21 ~~(b) To carry out the purposes of this section, the State Fire~~
 22 ~~Marshal shall acquire and use statewide mobile dangerous~~
 23 ~~fireworks destruction units to collect and destroy seized dangerous~~
 24 ~~fireworks from local and state agencies.~~

25 ~~(c)~~

26 ~~(b)~~ If dangerous fireworks are seized pursuant to a local
 27 ordinance that provides for administrative fines or penalties and
 28 these fines or penalties are collected, the local government entity
 29 collecting the fines or penalties shall forward ~~65~~ 25 percent of the
 30 collected moneys to the Controller for deposit in the State Fire
 31 Marshal Fireworks Enforcement and Disposal Fund, as described
 32 in Section 12728.

33 ~~(d) This section shall become operative on January 1, 2016.~~

34 *SEC. 36. Section 12728 of the Health and Safety Code is*
 35 *amended to read:*

36 12728. (a) The State Fire Marshal Fireworks Enforcement and
 37 Disposal Fund is hereby established in the State Treasury.

38 (b) All of the moneys collected pursuant to ~~Section~~ *Sections*
 39 *12658 and 12706* shall be deposited in the fund and shall be
 40 available, upon appropriation by the Legislature, to the State Fire

1 Marshal for the exclusive use in statewide programs for the
2 enforcement, prosecution related to, disposal, and management of
3 seized dangerous fireworks, and for the education of public safety
4 agencies in the proper handling and management of dangerous
5 fireworks.

6 (c) All of the moneys collected pursuant to Section 12727 shall
7 be deposited in the fund and shall be available, upon appropriation
8 by the Legislature, to the State Fire Marshal for the exclusive use
9 in statewide programs for all of the following:

10 (1) To further assist in statewide programs for the enforcement,
11 prosecution related to, disposal, and management of seized
12 dangerous fireworks.

13 (2) The education of public safety agencies in the proper
14 handling and management of dangerous fireworks as well as safety
15 issues involving all fireworks and explosives.

16 (3) Assist the State Fire Marshal in identifying and evaluating
17 methods to capture more detailed data relating to fires, damages,
18 and injuries caused by both dangerous and safe and sane fireworks,
19 and to assist with funding the eventual development and
20 implementation of those methods.

21 (4) To further assist in public safety and education efforts within
22 the general public as well as public safety agencies on the proper
23 and responsible use of safe and sane fireworks.

24 *SEC. 37. The Legislature finds and declares that Section 29*
25 *of this act, which adds Section 12660 to the Health and Safety*
26 *Code, imposes a limitation on the public's right of access to the*
27 *meetings of public bodies or the writings of public officials and*
28 *agencies within the meaning of Section 3 of Article I of the*
29 *California Constitution. Pursuant to that constitutional provision,*
30 *the Legislature makes the following findings to demonstrate the*
31 *interest protected by this limitation and the need for protecting*
32 *that interest:*

33 *In order to protect the private, confidential, or proprietary*
34 *information of a person subject to this act, it is necessary that this*
35 *act limit the public's right of access to that information*

36 ~~SECTION 1. Section 26130 of the Business and Professions~~
37 ~~Code is amended to read:~~

38 ~~26130. (a) Marijuana products shall be:~~

~~(1) Not designed to be appealing to children or easily confused with commercially sold candy or foods that do not contain marijuana.~~

~~(2) Produced and sold with a standardized dosage of cannabinoids not to exceed ten (10) milligrams tetrahydrocannabinol (THC) per serving.~~

~~(3) Delineated or scored into standardized serving sizes if the marijuana product contains more than one serving and is an edible marijuana product in solid form.~~

~~(4) (A) Stamped, marked, or otherwise imprinted on each single serving with a universal symbol, which shall be designed by the bureau. The symbol shall be placed directly on at least one side of each edible marijuana product serving so as to be distinguishable and easily recognizable.~~

~~(B) The universal symbol shall be centered either horizontally or vertically on the single serving. If centered horizontally, the height and width of the symbol shall be at least 25 percent of the serving's width, but not less than one-quarter inch square. If centered vertically, the height and width of the symbol shall be at least 25 percent of the serving's height, but not less than one-quarter inch square.~~

~~(5) Homogenized to ensure uniform disbursement of cannabinoids throughout the product.~~

~~(6) Manufactured and sold under sanitation standards established by the State Department of Public Health, in consultation with the bureau, for preparation, storage, handling, and sale of food products.~~

~~(7) Sold in packaging that is tamperproof, child resistant, and, if the product contains more than one serving, resealable.~~

~~(8) Provided to customers with sufficient information to enable the informed consumption of such product, including the potential effects of the marijuana product and directions as to how to consume the marijuana product, as necessary.~~

~~(b) Marijuana, including concentrated cannabis, included in a marijuana product manufactured in compliance with law is not considered an adulterant under state law.~~

1 ~~SEC. 2. The Legislature finds and declares that this act is~~
2 ~~consistent with, and furthers the purposes of, the Control, Regulate~~
3 ~~and Tax Adult Use of Marijuana Act.~~

O



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

PREPARED BY: Gina Paolini, Interim Principal Planner
APPROVED BY: City Manager

APPEAL (AAE2018-0010) OF PLANNING COMMISSION'S DECISION ON CONDITIONAL USE PERMIT (UP2017-0015) FOR A DRIVE-THROUGH, SELF-SERVICE, AUTOMATED CAR WASH ON PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBER 817-29-027 LOCATED ON THE SOUTHWEST CORNER OF CAPUTO DRIVE AND TENNANT AVENUE

RECOMMENDATION(S)

1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal and reaffirming the decision of the Planning Commission to approve the project subject to Conditions of Approval.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Preserving and Cultivating Public Trust

GUIDING DOCUMENTS

General Plan/Housing Element

POLICY CONSIDERATIONS:

1. Does the proposed project comply with the findings for a Conditional Use Permit?
2. Will the project comply with General Plan Policy SSI-8.4 which requires that the interior noise levels in office buildings be maintained at 45 dB L_{eq} (hourly average) or less?

REPORT NARRATIVE:

The appellant, Greg Blunden, has filed an appeal of the decision of the Planning Commission to approve Conditional Use Permit (UP2017-0015) to allow the operation of an automated car wash with vacuums at the southwest corner of Caputo Drive and Tennant Avenue. In accordance with Chapter 18.112 (Appeals) of the Morgan Hill Municipal Code, all decisions of the Planning Commission may be appealed to the City Council.

Planning Commission Actions

The Planning Commission discussed the project and received public testimony at their April 24, 2018 Planning Commission meeting. Potential issues related to traffic and noise were identified and required further analysis; therefore, the public hearing was continued. Upon receipt of the requested information, the project was re-noticed for the June 26, 2018 Planning Commission meeting.

After hearing public testimony and addressing the previously identified issues, the Planning Commission approved Resolution No. 18-17 (Attachment 2) at the June 26, 2018 meeting, adopting the Initial Study and Mitigated Negative Declaration prepared for the project. The April 24, 2018 and June 26, 2018 Planning Commission staff reports have been attached (Attachment 3 and 4).

The Appeal

The appeal was filed on July 6, 2018 within 10 calendar days following the date the decision was rendered by the Planning Commission, consistent with Chapter 18.112. The appellant's letter (Attachment 5) provides pertinent facts and the basis for the appeal. A letter from the applicant is also included in this packet (Attachment 10).

Conditional Use Permit Findings

The appellant states that the required Conditional Use Permit findings as required by the Morgan Hill Municipal Code were not appropriately made by the Planning Commission. The following are the findings that are necessary for approval of the Conditional Use Permit:

1. The site is suitable and adequate for the proposed use.

The appellant has stated that they would be the most immediately impacted neighboring property owner by the car wash use and that the use would cause financial harm to the appellant and the businesses that operate within the building. The appellant believes the Planning Commission did not recognize that the surrounding buildings and businesses are for administrative office use and that the development of a car wash would not be a suitable and adequate use of the site.

The appellant's 21,840 square foot building was developed in 1986 and was designed to accommodate approximately 15,000 square feet of office use and 6,800 square feet of warehouse use. Currently there are offices and a 7,000 square foot automotive related use (car audio, tinting and lighting). The appellant's property and immediately surrounding properties are zoned Light Industrial (ML). Photographs of the appellant's property have been attached (Attachment 6).

The City's General Plan was adopted in 2016 and the City's Zoning Code implements the General Plan. Part of the Morgan Hill 2035 project was to update the Zoning Code to be consistent with the General Plan goals and policies. The subject site was affected by the City-wide rezoning and update process, with a zone change from Administrative Office to Service Commercial. The surrounding parcels were not affected by this change and have retained their ML zoning. The City Council adopted Ordinance No. 2277, New

Series on June 6, 2018, approving a comprehensive update of Title 18 (Zoning of the City of Morgan Hill), including an Amendment to the City's Official Zoning Map. The new zoning for the site became effective on July 6, 2018. A drive through car wash in the Service Commercial zone district and the Administrative Office zone both required the same findings for a Conditional Use Permit.

The Planning Commission considered the existing uses and zoning of undeveloped parcels during their review of the project and requested additional analysis be provided to aid in their decision-making process. In particular, the Planning Commission requested information to address the appellant's concern with cut-through traffic and noise. The additional information was provided on June 26, 2018.

The Planning Commission determined that based on the information provided, and with additional Conditions of Approval, the car wash use would not adversely affect existing adjacent uses.

2. The proposed use and design would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.

The appellant has stated that the Planning Commission based their decision on traffic impacts from the project on factual errors and that projected traffic volumes were not accurate. The appellant also questioned the traffic consultant's analysis of the cut-through traffic and stated the study did not account for the financial hardship and the additional safety hazard that would be caused by car wash customers using the appellant's parking lot as a cut-through to Butterfield Boulevard.

The Planning Commission considered site specific traffic and circulation information provided for the project by Hexagon Transportation Consultants, Inc. Because the applicant had stated the facility would serve 200 to 500 customers per day at the April 24, 2018 meeting, the Planning Commission requested clarification from the traffic consultant regarding the assumed impacts. Additional information was provided by the traffic consultant in a memo dated May 24, 2018 (Attachment 7). The traffic impacts and trip generation information were determined using trip generation rates for Automated Car Wash land uses contained in the Institute of Traffic Engineers (ITE), Trip Generation, 10th Edition. Based on ITE Trip Generation rates, the project is estimated to generate 34 trips during the AM and 78 trips during the PM peak hours. The applicant's stated daily trips raised concern.

The applicant clarified that the proposed car wash anticipates servicing approximately 200 vehicles daily. To provide an estimation of daily trips, each vehicle is counted as one inbound trip and one outbound trip for an estimated total of 400 daily vehicle trips. Published trip generation information for these types of car washes is limited. ITE provides rates for the PM peak hour only. The ITE provides no data to verify the estimated 400 daily trips. The traffic consultant determined that the estimated daily trips would have no effect on the completed traffic analysis given that the evaluation of project impacts is based on peak hour traffic conditions only. The traffic study did not

rely upon the applicant's number of expected customers to evaluate traffic impacts. It is best practice to use standard traffic information included in the ITE Manual.

In the May 24, 2018 memo, the traffic consultant addressed the potential issue of cut-through traffic through the appellant's property. The traffic consultant conducted an on-site observation for one period (during the PM peak traffic hour). The observation was done at a time when there would be the most opportunity for cut-through traffic. During the one-hour observation, no vehicles were observed to use the adjacent property as a cut-through route. However, because this was a concern of the appellant's and for consideration by the Planning Commission, the consultant provided potential solutions to deter use of the appellant's property from cut-through traffic use. These included:

- a. Installation of a channelization island with right-turn only signage at the project driveway along Caputo Drive to restrict outbound vehicles to right-turn only. However, this would eliminate the potential use of the adjacent property as a cut-through route of only those trips associated with the proposed car wash. Traffic associated with other properties along Caputo Drive could continue to use the adjacent property as a cut-through route.
- b. Installation of delineators along the centerline of Caputo Drive at the proposed project driveway. The implementation of delineators would require constant maintenance as they would likely be driven over by vehicles over time.
- c. Closure of the adjacent property's driveway along Butterfield Boulevard. With the closure of the Butterfield Boulevard driveway, the adjacent property would continue to have access via Caputo Drive. The closure of the Butterfield Boulevard driveway also would eliminate all potential cut-through traffic from other properties along Caputo Drive, not just those associated with the proposed car wash.

The Planning Commission added the following Condition of Approval to address the appellant's concern with the potential for project cut-through traffic, and considering Public Works preferred alternative:

- a. The site development plans for consideration for an Architectural and Site Review Permit shall include a channelization island with right-turn only signage at the project driveway along Caputo Drive to restrict outbound vehicles to right-turn only.

The Planning Commission determined that based on the additional traffic analysis information provided and the Conditions of Approval, the car wash use would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.

3. **The proposed use at the location will not adversely affect the peace, health, safety, morals, or welfare of persons residing or working in the**

surrounding area or impair the utility or value of property of other persons located in vicinity of the site, or be detrimental to public health, safety, or general welfare.

The appellant states that the Planning Commission finding relied on a Noise Study that did not have correct information regarding the number of vacuum stations or correct blower information.

For clarification purposes, Bollard Acoustical Consultants, Inc. has provided a Noise Analysis update dated July 31, 2018 to address the appellant's concerns (Attachment 8). To provide an accurate assessment of project-related noise levels, the consultant uses noise level data provided by the equipment manufacturer for the exact car wash drying assembly proposed for the project. For this project, the blower arrangement would be a Totally Tommy Blower System. It is industry practice to utilize manufacturer noise level data in the prediction of noise levels in environmental noise assessments. The information provided to the Planning Commission was accurate. Appellant appeared to rely on data for a different system model.

The consultant has acknowledged that the original report identified that there would be 16 vacuums at the site, but the analysis was based on the manufactures data of 10 hoses. If an adjustment were made to account for the additional 6 hoses, the resulting noise level increase would be 2dB. This increase would not alter the conclusions of the Noise Study. Vacuum noise levels within the nearest commercial buildings would continue to be in compliance with the City of Morgan Hill interior noise level standard of 45 dB L_{eq} .

During the Planning Commission meeting the appellant explained that that the building façade had a significant amount of glass and was concerned with noise transmission. The noise consultant has reviewed this issue and has stated that interior noise levels were calculated based on a very conservative building façade exterior-to-interior noise level reduction (transmission loss) of 15 dB. The windows of the commercial building will define the actual level of noise-reduction through the building facade. The specific window assemblies of the nearest commercial use are unknown, however, appear to be standard commercial plate glass. The transmission loss value of 15 dB used is very conservative as actual levels within the commercial building will likely be on the order of 15 dB lower depending on the thickness of the commercial plate glass.

The consultant provided clarification regarding the measurement of project noise sources to the nearest commercial facades. The distances from the project noise sources to the nearest commercial building facades were scaled accurately.

The Planning Commission added the following Condition of Approval to ensure project associated noise impacts remained below the General Plan designated thresholds:

- a. Prior to final inspection, the owner or designee shall provide the City's Planning Department with a supplemental acoustical report that demonstrates noise samples taken from the project operating at the worst-case scenario (the blower

and all vacuums at the same time) complies with City noise standards of 70dBA (exterior) at the lot line and 45dbA (interior) at the receiver sites identified in the project's June 5, 2018 acoustical report.

The Planning Commission determined, with the added Condition of Approval, the proposed use at the location will not adversely affect the peace, health, safety, morals, or welfare of persons residing or working in the surrounding area or impair the utility or value of property of other persons located in vicinity of the site, or be detrimental to public health, safety, or general welfare. This finding can continue to be supported with the additional information provided by the noise consultant, as no additional impacts were identified.

4. The design of the project is compatible with existing and proposed development within the district and its surroundings.

The appellant does not believe a car wash use would be compatible with the existing office use or surrounding uses.

At the April 24, 2018 Planning Commission meeting, the Commission requested an alternative site layout be considered that would address the circulation issue that allowed cars to enter from Caputo Drive or Tennant Avenue and exit onto Caputo Drive. The appellant was concerned with circulation and noise, and the Planning Commission wanted to determine if there was an alternative that could address both primary concerns.

An alternative site layout was provided for consideration at the June 26, 2018 Planning Commission meeting. The alternative site layout provides circulation that allows cars to only enter from Caputo Drive but may exit on to either Caputo Drive or Tennant Avenue. The car queuing faces the rear of the property, with the parking and vacuum stations along Tennant Avenue. The Planning Commission preferred the alternative site layout and added the following Condition of Approval to ensure that the design of the project is compatible with existing and proposed development within the district and its surroundings:

- a. The Alternative Site Layout (Caputo Drive main entrance) shall be the development plan considered for Architectural and Site Review Permit review.

Noise levels with this layout are also reduced.

Other Issue

Although not related to the findings required to be made, the Planning Commission was initially concerned with limiting repetitive ancillary commercial uses, and the Commission requested additional information regarding the number of car washes located within the City.

The following car wash facilities have been identified within the City:

Location	Address	Type of Facility
Morgan Hill Car Wash	16225 Monterey Road	Full Service
Vineyard Car Wash	15865 Monterey Road	Gas Station
Coin-Op Car Wash	16930 Monterey Road	Self-Serve
Shell	810 E. Dunne Avenue	Gas Station
Arco	18605 Monterey Road	Gas Station
Chevron	851 Cochrane Road	Gas Station
76*	1107 Cochrane Road	Gas Station

*This facility was missing from the car wash table provided to the Planning Commission.

The appellant is concerned with the number of car washes identified within the City. The Planning Commission believed that the car wash proposed was unique and different enough from the existing car wash facilities within the City and was able to make the required findings to allow for the use. This type of carwash sits in the middle ground of traditional full-service car washes and automatic gas station car washes. With this version, cars travel via conveyor belt through a longer length automatic car wash tunnel. General Plan Policy CNF 16.2, limiting repetitive ancillary commercial uses, applies only to lands around interchanges.

Conclusion

As discussed, facts have not been provided to adequately support the request. For the reasons set forth in this report, it is recommended that the City Council adopt a resolution denying the appeal.

COMMUNITY ENGAGEMENT: Involve

The Planning Commission approved the project at its meeting on June 26, 2018. A notice of the appeal hearing was mailed to the property owners within 300 feet of the subject property and published in the Morgan Hill Times.

ALTERNATIVE ACTIONS:

The City Council could decide to grant the appeal to UP2017-0015: Caputo-Huang and deny the Conditional Use Permit.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Planning Commission approved the project at the June 26, 2018 meeting (4-3), with Commissioners Downey, Martinez-Beltran, and Habib voting no. The Commissioners voting no were primarily concerned with cut-through traffic, noise impacts, and potential impacts to property values.

FISCAL AND RESOURCE IMPACT:

The City Development Review functions are cost-recovery, with fees collected from applicants to cover cost of services. These fees have been collected from the applicant. Appeal fees for the appellant are not cost recovery fees and were reduced by the City Council to not create an impediment to public participation.

California Environmental Quality Act (CEQA):

An Initial Study/Mitigated Negative Declaration (IS/MND) has been adopted for the project in accordance with the requirements of CEQA (Attachment 9). The IS/MND was circulated for 30-days from March 23 to April 23, 2018. Some topics noteworthy of discussion include Biological Resources, Noise, Hazards and Traffic. Of these topics, Biological Resources and Noise required mitigation measures to reduce potential significant impacts on the environment to a less than significant level.

LINKS/ATTACHMENTS:

1. CC Resolution
2. PC Resolution No. 18-17 (Project Approval)
3. April 24, 2018 - PC Staff Report and Attachments (web link)
4. June 26, 2018- PC Staff Report and Attachments (web link)
5. Appeal Letter
6. 605 Tennant Avenue-Photos
7. Hexagon Traffic Analysis - May 2018
8. Bollard Noise Analysis- July 2018
9. PC Resolution No. 18-16 (Adoption of MND)
10. Applicant Letter to City Council Re Appeal

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DENYING THE APPEAL SUBMITTED BY GREG BLUNDEN FOR UP2017-0015: CAPUTO-HUANG AND REAFFIRMING THE APPROVAL OF THE CONDITIONAL USE PERMIT TO OPERATE AN AUTOMATED CAR WASH ON PROPERTY LOCATED ON THE SOUTHWEST CORNER OF CAPUTO DRIVE AND TENNANT AVENUE (APN 817-29-027)

WHEREAS, such request was considered by the Planning Commission at its regular meeting of April 24, 2018 and continued to the June 26, 2018 Planning Commission meeting, at which time the Planning Commission approved Conditional Use Permit UP2017-0015: Caputo-Huang; 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 adjacent property owners, Greg Blunden et al., filed an appeal of the Planning Commission's decision on the Application to the City Council pursuant to the applicable provisions of the Morgan Hill Municipal Code; and

WHEREAS, at the time and place noticed for a hearing on the appeal, the City Council of the City of Morgan Hill conducted a *de novo* appeal hearing on the Application, provided all interested persons an opportunity to be heard, and received, reviewed and considered all testimony and other evidence provided regarding the subject of this appeal.

NOW, THEREFORE, BASED UPON ALL OF THE INFORMATION SUBMITTED TO THE CITY COUNCIL FOR THE APPEAL AT THE PUBLIC HEARING CONDUCTED FOR THE APPEAL, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Following are the relevant facts in connection with Application:

- A. The approved Conditional Use Permit is consistent with the Zoning Ordinance and the General Plan.
- B. During the processing of the project application, the City processed a city initiated zoning amendment that affected properties citywide, including the subject parcel. The zoning was changed from Administrative Office (AO) to Service Commercial (CS).
- C. At their meeting of June 26, 2018, the Planning Commission found that the approved conditional use would be consistent with the criteria for Conditional Use Permit approval contained within the Zoning Code. The basis and findings were set forth in the staff reports for April 24, 2018 and June 26, 2018.

SECTION 2. Based upon the above facts, the City Council finds as follows:

- A. The City as the lead agency for the Project has determined that the project is subject to environmental review pursuant to provisions of the California Environmental Quality Act (CEQA) Guideline Section 15070, Decision to Prepare a Negative or Mitigated Negative Declaration. An Initial Study/Mitigated Negative Declaration was prepared for the project by Raney Planning and Management, Inc. in March 2018 and identified potential significant

impacts with the implementation of the project. Those impacts have been reduced to a level of less than significance with the incorporation of mitigation measures. A Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been adopted for the project.

- B. The facts set forth above are true and correct and new facts have not been provided to the City Council through the public hearing(s) conducted on the appeal related to the Application that negate or materially alter the relevant facts set forth above or that would otherwise support a determination that the appeal should be granted, such that the City Council finds that:

1. The site is suitable and adequate for the proposed use.

Existing uses and zoning of undeveloped parcels were considered during their review of the project. Analysis was provided to address concerns with potential impacts from cut-through traffic and noise to adjacent property, with additional Conditions of Approval added to the project to address concerns of adjacent uses.

2. The proposed use and design would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.

Additional traffic analysis information was provided for the project to address concerns with the project circulation. A Condition of Approval has been added to the project requiring the installation of a channelization island with right-turn only signage at the project driveway along Caputo Drive to restrict outbound vehicles to right-turn only to address the potential circulation impacts from the project. With the addition of the Condition of Approval, the car wash use would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.

3. The proposed use at the location will not adversely affect the peace, health, safety, morals, or welfare of persons residing or working in the surrounding area or impair the utility or value of property of other persons located in vicinity of the site, or be detrimental to public health, safety or general welfare.

A noise analysis has been provided demonstrating that the project would comply with the General Plan designated thresholds. To ensure compliance, a Condition of Approval has been added to the project requiring the submittal of a supplemental acoustical report after the project is constructed to demonstrate compliance with the City's noise standards of 70dBA (exterior) at the lot line and 45dbA (interior). With the addition of the Condition of Approval, the proposed use at the location will not adversely affect the peace, health, safety, morals, or welfare of persons residing or working in the surrounding area or impair the utility or value of property of other persons located in vicinity of the site, or be detrimental to public health, safety or general welfare.

4. The design of the project is compatible with existing and proposed development within the district and its surroundings.

Two site layouts were considered in the review of the project, the project preferred site layout and an alternative site layout. The alternative site layout provides circulation that allows cars to only enter from Caputo Drive but may exit on to either

Caputo Drive or Tennant Avenue. The car queuing faces the rear of the property, with the parking and vacuum stations along Tennant Avenue. A Condition of Approval was added to the project requiring that the alternative site layout be the development plan for consideration during the Architectural and Site Review Permit process to ensure that the design of the project is compatible with existing and proposed development within the district and its surroundings. The alternative layout addresses circulation issues and reduces noise impacts to the adjacent site.

SECTION 3. Based upon the above facts and findings the City Council determines as follows:

- A. The approval of the Conditional Use Permit granted by the Planning Commission on June 26, 2018 was made consistent with the Morgan Hill Municipal Code Chapter. Therefore, the appeal submitted regarding the Conditional Use Permit approval should not be approved.
- B. The Planning Commission approval as set forth in Planning Commission Resolution No. 18-17, attached hereto as Exhibit A and incorporated herein by this reference, is hereby reaffirmed and approved.

SECTION 4. For the reasons set forth above, the appeal is **DENIED**.

**PASSED AND ADOPTED THIS ____ DAY OF _____, 2018 AT A
REGULAR MEETING OF THE CITY COUNCIL BY THE FOLLOWING VOTE:**

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

DATE: _____

Steve Tate, MAYOR

∞ **CERTIFICATION** ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the City Council at the meeting held on _____, 201__.

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

DATE: _____

Attachment: CC Resolution [Revision 1] (1884 : Appeal of UP2017-0015)

RESOLUTION NO. 18-17**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL APPROVING A CONDITIONAL USE PERMIT TO ALLOW A DRIVE-THROUGH, SELF-SERVICE, AUTOMATED CAR WASH WITH VACUUMS LOCATED ON THE SOUTHWEST CORNER OF CAPUTO DRIVE AND TENNANT AVENUE (817-29-027)**

WHEREAS, such request was considered by the Planning Commission at its regular meeting of April 24, 2018 and continued to the June 26, 2018 Planning Commission meeting, at which time the Planning Commission approved Conditional Use Permit UP2017-0015: Caputo-Huang; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES RESOLVE AS FOLLOWS:

SECTION 1. The approved Conditional Use Permit is consistent with the Zoning Ordinance and the General Plan.

SECTION 2. The City as the lead agency for the Project has determined that the project is subject to environmental review pursuant to provisions of the California Environmental Quality Act (CEQA) Guideline Section 15070, Decision to Prepare a Negative or Mitigated Negative Declaration. An Initial Study/Mitigated Negative Declaration was prepared for the project by Raney Planning and Management, Inc. in March 2018 and identified potential significant impacts with the implementation of the project. Those impacts have been reduced to a level of less than significance with the incorporation of mitigation measures. A Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program have been adopted for the project.

SECTION 3. The approved conditional use has been found consistent with the criteria for Conditional Use Permit approval contained in Section 18.54.050 of the Zoning Code. The basis and the findings are set forth in the staff report for this item in the Planning Commission Meeting of April 24, 2018 and June 26, 2018, which findings were duly considered by the Commission and are hereby adopted.

SECTION 4. The use shall be expressly conditioned on conformance to conditions incorporated herein and as attached as Exhibit "A".

Resolution No. 18-17

Page 2

**PASSED AND ADOPTED THIS 26TH DAY OF JUNE 2018, AT A REGULAR MEETING
OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:**

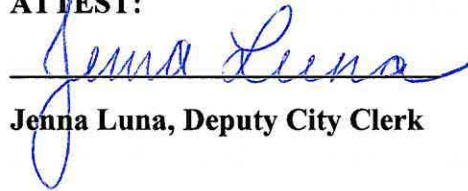
**AYES: COMMISSIONERS: MCKAY, MUELLER, TANDA, MUNOZ-
MORRIS**

NOES: COMMISSIONERS: DOWNEY, MARTINEZ-BELTRAN, HABIB

ABSTAIN: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: NONE

ATTEST:


Jenna Luna, Deputy City Clerk

APPROVED:


John McKay, Chair

Attachment: PC Resolution No. 18-17 (Project Approval) (1884 : Appeal of UP2017-0015)

**EXHIBIT "A" STANDARD CONDITIONS
APPLICATION: UP2017-0015 CAPUTO-HUANG.**

THE FOLLOWING ARE STANDARD CONDITIONS OF APPROVAL THAT MUST BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS AND/OR SITE DEVELOPMENT PERMITS EXCEPT AS MAY BE SPECIFIED IN THE CONDITIONS. THE APPROVAL REQUIREMENTS INCLUDE THESE REQUIREMENTS AND ANY SPECIAL CONDITIONS THAT ARE APPLIED THROUGH THE DEVELOPMENT APPROVAL PROCESS. APPLICANTS ARE REQUIRED TO SIGN THE APPROVAL CERTIFICATE/RESOLUTION FORM INDICATING THEY UNDERSTAND AND AGREE TO IMPLEMENT THESE STANDARD CONDITIONS AND ANY SPECIAL CONDITIONS APPLIED TO THEIR PERMIT APPROVAL.

ACRONYMS:

MHMC – Morgan Hill Municipal Code

MHARH – Morgan Hill Architectural Review Handbook

PLANNING DIVISION

I. TIME LIMITS

- A. The Conditional Use Permit approval granted as described in the Planning Commission Staff report dated June 26, 2018 shall remain in effect for 12 months to June 26, 2019. Failure to commence the use within this term shall result in termination of approval unless an extension of time is granted prior to the expiration date. (MHMC 18.54.070 A, B)
- B. In accordance with Section 18.54.090 of the Municipal Code, the Development Services Department shall conduct an annual review of the approved use for compliance with specified conditions. The Department may initiate corrective action as specified in the aforementioned Code Section if necessary to ensure compliance with said conditions. (MHMC 18.54.090)

II. SITE DEVELOPMENT

- A. Final site development plans and/or modifications to the exterior building shall be reviewed and approved by the Development Services Department as required through an Architectural and Site Review Permit prior to issuance of a building permit.
- B. The site development plans for consideration for an Architectural and Site Review Permit shall include a channelization island with right-turn only signage at the project

driveway along Caputo Drive to restrict outbound vehicles to right-turn only.

- C. The site development plans for consideration for an Architectural and Site Review Permit shall include appropriate landscaping along Tennant Avenue to deter headlight intrusion onto roadway.
- D. The Alternative Site Layout (Caputo Drive main entrance) shall be the development plan considered for Architectural and Site Review Permit review.

III. CALIFORNIA ENVIRONMENTAL QUALITY ACT

- A. An IS/MND has been prepared for this project per CEQA. All Mitigations shall be implemented as required by the Mitigation Monitoring and Reporting Program:

BIO-1: A pre-construction survey shall be conducted by a qualified Burrowing Owl biologist no more than 30 days prior to initiation of any ground disturbing (construction) activity to assure take avoidance of burrowing owls. The survey shall consist of a habitat assessment, burrow survey, owl survey, and completion of a written report. The written report shall be submitted to the Community Development Department. If owls are observed during the preconstruction survey, no impacts to the owls or their habitat will be allowed during the nesting season (February 1 to August 31).

BIO-2: Should burrowing owls be found on the site during the breeding season (February 1 through August 31), exclusion zones, with a 250-foot radius from occupied burrows, shall be established. All development-related activities shall occur outside of the exclusion area until the young have fledged.

BIO-3: If pre-construction surveys are conducted during the non-breeding season (September 1 through January 31) and burrowing owls are observed on the site, the project proponent shall establish a 250-foot non-disturbance buffer around occupied burrows as determined by a qualified biologist. Construction activities outside of the 250-foot buffer shall be allowed. Construction activities within the non-disturbance buffer shall be allowed if the following criteria are met in order to prevent owls from abandoning important overwintering sites:

- A qualified biologist monitors the owls for at least three days prior to construction to determine baseline foraging behavior (i.e., behavior without construction).
- The same qualified biologist monitors the owls during construction and finds no change in owl foraging behavior in response to construction activities.
- If any change in owl foraging behavior occurs as a result of construction activities, such activities shall cease within the 250-foot buffer.

- If the owls are gone for at least one week, the project proponent may request approval from the Habitat Agency that a qualified biologist excavate usable burrows to prevent owls from reoccupying the site. After all usable burrows are excavated, the buffer zone shall be removed and construction may continue. Monitoring shall continue as described above for the non-breeding season as long as the burrow remains active.

Passive relocation of owls shall not be permitted unless the positive growth trend described in Section 5.4.6 of the SCVHP is achieved and all passive relocation measures identified in the SCVHP are implemented. The project applicant may choose to obtain an exception that would allow for passive relocation, in which case an application shall be submitted to the Habitat Agency along with a passive relocation plan in accordance with Section 6.6.1, Condition 15, Exceptions to Passive Relocation Prohibition, of the SCVHP. The Habitat Agency shall have the final authority to grant or deny the requested exception.

NOI-1: During construction activities associated with the proposed project, all internal combustion engines used at the project site shall be equipped with a type of muffler recommended by the vehicle manufacturer. All equipment shall be in good mechanical condition so as to minimize noise created by faulty or poorly maintained engine, drive-train, and other components. In addition, the project applicant shall comply with the following:

- Noise-generating construction activities shall be limited to the daytime hours of 7:00 AM to 8:00 PM Monday through Friday and from 9:00 AM to 6:00 PM Saturday, consistent with Chapter 8.28 of the Morgan Hill Municipal Code;
- All diesel-powered equipment shall be located more than 200 feet from any noise sensitive use if the equipment is to operate for more than several hours per day; and
- Mobile equipment (haul trucks, concrete trucks, etc.) shall avoid local streets near residences and other noise-sensitive uses to the maximum extent feasible.

Furthermore, subject to equipment availability and cost considerations, the project applicant shall implement the following:

- Earth Removal: Scrapers shall be used as much as possible for earth removal, rather than the noisier loaders and hauling trucks.
- Backfilling: Backhoes shall be used for backfilling, as such equipment is less costly and quieter than either dozers or loaders.

- Ground Preparation: Graders shall be used rather than dozers for final grading.
- Building Construction: Power saws shall be shielded or enclosed where practical to decrease noise emissions. Nail guns shall be used where possible as they are less noisy than manual hammering.
- Generators, Compressors, and Other Stationary Equipment: The project applicant shall ensure that generators, compressors and other stationary equipment that are housed in acoustical enclosures are used rather than equipment housed in weather enclosures or not housed in enclosures at all. Acoustical enclosures are often available with rented equipment. The equipment shall be placed as far from sensitive receptors as feasible.
- The project applicant shall provide a noise disturbance coordinator with a phone line and voicemail/answering machine. Signs with the noise disturbance coordinators contact information shall be posted on the project site at a highly visible location.
- Vehicle paths within the project site shall be graded smooth, as rough roads and paths can cause significant noise and vibration from trucks (particularly empty trucks) rolling over rough surfaces.

IV. OTHER CONDITIONS

- A. The Conditional Use Permit is approved solely for the operation of the car wash as described in the applicants proposed statement of operations on file with the Planning Division (Application UP2017-0015: Caputo-Huang) and as shown in the area depicted on the illustrations describing the Alternative Site Layout. Any expansion, intensification, or changes to the uses approved under this Conditional Use Permit shall be permitted only upon amendment of this Conditional Use Permit or approval of a separate Conditional Use Permit application.
- B. The hours of operation are restricted to 7:00AM-9:00PM, 7 days a week.
- C. The green operating measures, as described in the project description, Statement of Proposed Operations and additional information provided as part of the applicant presentation, including but not limited to water recycling systems, shall be operational for the lifetime of the project. Improvements and/or upgrades to these systems are allowed. Reductions in efficiency or temporary pauses in green measures shall be prohibited.
- D. Prior to final inspection, the owner or designee shall provide the City's Planning Department with a supplemental acoustical report conducted by a member of the National Council of Acoustical Consultants that demonstrates noise samples taken from the project operating at the worst-case scenario (the blower and all vacuums at the same time) complies with City noise standards of 70dBA (exterior) at the lot line

and 45dbA (interior) at the receiver sites identified in the project's June 5, 2018 acoustical report.

- E. Applicant agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, injuries, costs and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed against City by reason of its approval of this Condition Use Permit approval. In addition, applicant shall pay all pre-tender litigation costs incurred on behalf of the City including City's attorney's fees and all other litigation costs and expenses, including expert witnesses, required to defend against any lawsuit brought as a result of City's approval or approvals, but shall not be required to pay any litigation from the City. However, applicant shall continue to pay reasonable internal City administrative costs, including but not limited to staff time and expense spent on the litigation, after tender is accepted. The undersigned hereby represents that they are fully empowered by the applicant as their agent to agree to provide the indemnification, defense and hold harmless obligations, and the signature below represents the unconditional agreement by applicant to be bound by such conditions.
- F. Notice is hereby given that, pursuant to the Mitigation Fee Act, the City of Morgan Hill charges certain fees (as such term is defined in Government Code Section 66000) in connection with approval of your development project for the purpose of defraying all or a portion of the cost of public facilities related to your development project (Mitigation Fee Act Fees). These fees do not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements, or as a part of your application for development allocations under the City's Residential Development Control System. The Mitigation Fee Act Fees applying to your project are listed in the schedule of fees provide. Notice is also hereby given that you have the opportunity to protest the imposition of the Mitigation Fee Act Fees within 90 days of the approval of the approval or conditional approval of your development project and that the 90-day approval period in which you may protest has begun.
- G. Submit two (2) signed copies of Resolution No. 18-17 to the Planning Division prior to issuance of building permits.

ENGINEERING DIVISION

- A. Standard conditions – Engineering conditions shall be provided with future Site Review (SR) and/or Tentative Map (SD) applications.
- B. Subdivision of land (future or proposed)
 - a. The northern portion of the property appears to be dedicated for future use. Access to that portion of land shall have joint access from the car wash's Caputo driveway approach.
 - b. No additional drive approach shall be installed on Caputo, with future development of this lot or subdivision. A deed restriction shall be recorded

- with the property.
- c. Verify if there are plans to subdivide the current lot in the future.
- C. Impact Fees – Engineering impact fees are required and shall be paid prior to issuance of future Building Permits.

BUILDING DIVISION

- A. The owner or designee shall follow all applicable building codes.
- B. This building will require a structural analysis as prescribed in Chapter 34 CBC.
- C. Building Permits Required. Tenant Improvement Plans clearly showing all construction details for rated occupancy separations, accessibility, egress equipment anchoring and full compliance with California Building, Fire, Electrical, Plumbing and Mechanical Codes from a Licensed Architect or Engineer.

POLICE DEPARTMENT

- A. The applicant shall comply with applicable provisions of the City's building security ordinance. Exterior lighting shall comply with criteria specified in the Design Review Ordinance. (MHMC 18.74.050)
- B. Prior to the issuance of a building permit, a Security and Safety Management Plan shall be submitted and reviewed by the Morgan Hill Police Department to the satisfaction of the Chief of Police.

APPEAL LETTER

Greg Blunden & Philip Malaspina et al.,
605 Tennant Ave
Morgan Hill, CA, 95037

July 5, 2018

Secretary of the Planning Commission
17575 Peak Ave
Morgan Hill, CA, 95037

Re: Appeal of Conditional Use Permit, APN 817-29-027, Huang Car Wash at Caputo/Tennant

We, as the owners of the building that is the closest and most immediately impacted by the proposed Car Wash, to be located at the southwest corner of Caputo Drive and Tennant Avenue (APN# 817-29-027), appeal the granting of the Conditional Use Permit (CUP) UP2017-00015. We do this because some of the findings presented by Staff of the Planning Commission of the City of Morgan Hill, during the CUP Hearing on June 26, 2018, that were ultimately used to grant this CUP, were unfounded and not in compliance with the (4) CUP requirements that must be used to guide the Planning Commission during the CUP approval process. We feel that the approval of this CUP for this development project will cause unreasonable financial detriment to us and the businesses that reside in our buildings.

The Planning Commission continually referenced inaccurate and unfounded findings and a subsequent recommendation from a "Staff Report", prepared by employees of the City of Morgan Hill, as the primary basis for their approval of this CUP. This "Staff Report" contained factual errors regarding traffic and sound impact to the businesses that reside in our buildings. These errors are significant enough to render the "Staff Report" recommendation ineffective.

During the CUP hearing it became apparent that the "Staff Report" report inaccurately listed a erroneously low projected capacity per hour of the Car Wash. This low customer flow number was in direct contradiction to a much higher projected number quoted by the Car Wash owner and his experts during their presentation at the hearing. The Planning Commission did not adjust the projected customer flow number to account for the Owners higher projections. The Planning Commission continued to rely on the lower number of customer car flow to project the traffic impact on the surrounding streets. We believe that should the correct projected flow numbers be used, there would be a substantial adverse effect to the capacity of the street system in the area around this project.

Also, the "Staff Report" referenced a "traffic study" that was wholly inadequate and in no way represented a true "cut through" traffic impact to our building. This study that was conducted only monitored the traffic pattern passing down Caputo and through our parking lot for 'one hour' during 'one Thursday' afternoon. From our experience with cut through traffic

Attachment: Appeal Letter (1884 : Appeal of UP2017-0015)

since the construction of the median on Tennant Avenue forcing a right turn only from southbound Caputo onto Tennant Avenue, we believe that the Customers exiting the Car Wash will often choose to use our parking lot as a thoroughfare to quickly and easily move from Caputo Drive over to Butterfield Avenue to access Highway 101. The "traffic study" in no way accounted for this significant financial hardship and the additional safety hazard caused by these Customers using our parking lot as a thoroughfare.

In addition, the "Staff Report" recommendation relied upon a "noise study" that did not use the correct noise decibel numbers that would be created by the Car Wash's large blower that would be facing our building and mis-counted the total number of outdoor vacuum stations, by only listing that there would be (12) vacuum stations when in fact the development proposal is for (16) vacuum stations. This "noise study", also, did not accurately measure the proper distance from these substantial noise making devices to the outside of our building. Without these proper numbers and measurements there is no way that the noise impact conclusions from this "noise study" could be accurate. We believe that if the correct numbers and measurements were to be used the noise impact to the businesses residing in our building would be substantial enough to cause them to relocate to a location without such a noise hazard. The noise impact from this Car Wash would cause us severe and irreconcilable financial hardship.

We also believe that the Planning Commission did not properly recognize that the surrounding buildings and businesses are for administrative office use and that the development of a Car Wash at this site would not be a suitable and adequate use of the proposed site. If the Car Wash is not a suitable use for this site then the design of the project could not possibly be compatible with existing development surrounding this site. It is clear that the suitable and adequate use for this site is additional administrative office development.

It should also be pointed out that the "Staff Report" somehow miscounted the total number of Car Washes in the Morgan Hill city limits. The report only listed that there were (6) Car Washes when in fact there are (7). If you count the additional two specialty car washes, there are currently (9) options in Morgan Hill to get your car washed. By only listing (6) Car Washes it significantly downplayed the impact of adding an additional Car Wash in a city that only has a population of approximately 45,000 people. In fact, the Car Wash expert that did a presentation at the hearing used a number of 29,000 potential Car Wash customers for Morgan Hill, since not everyone drives or owns a car in the city. We do not believe that there is a need to have (10) Car Washes in Morgan Hill. The repetitive number of this type of business in our community would have a detrimental effect to the welfare of our community.

The Planning Commission also improperly considered issues outside of the scope of this specific CUP application, despite the admonishment of the City's Counsel during the hearing, and cited those issues in approving the the CUP.

In conclusion, we are appealing to the City Council of Morgan Hill to reverse the approved CUP (UP2017-00015.) for the development at the proposed Car Wash, to be located at the southwest corner of Caputo Drive and Tennant Avenue (APN# 817-29-027) because we believe that this proposed development violates all (4) for the CUP requirements. If only, (1) of the (4) CUP requirements are not met, that would be sufficient reason to deny a CUP but we have shown that there is sufficient reason to believe that all (4) of the requirements are violated by this development.

Submitted,

Greg Blunden

Philip Malaspina

Attachment: Appeal Letter (1884 : Appeal of UP2017-0015)

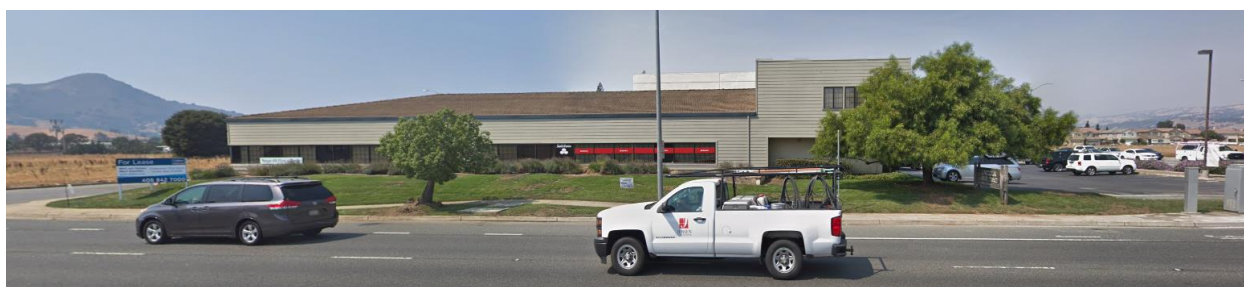
605 Tennant Avenue- Appellant's Property



Caputo Drive



Butterfield Boulevard



Tennant Avenue

Attachment: 605 Tennant Avenue-Photos (1884 : Appeal of UP2017-0015)



HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

To: Nick Pappani, Raney Planning & Management, Inc.
 From: Robert Del Rio, T.E., Luis Descanzo
 Date: May 24, 2018
 Subject: Response to Transportation Comments on the Zip Thru Car Wash Development

This memo is being provided as a response to issues raised at the April 24, 2018 Planning Commission Hearing for the proposed Zip Thru Car Wash located at 16015 Caputo Drive in Morgan Hill, California. A traffic operations study for the proposed project, *Zip Thru Car Wash Trip Generation and Operations Analysis*, dated February 15, 2018 was completed and reviewed by City staff. The issues that were raised at the hearing were discussed with City and project consulting staff. Per discussions, the issues addressed in this memo are as follows:

- Clarify discussion of projected daily trips and peak hour trip generation estimates for the proposed project.
- Use of adjacent property (located at the northwest corner of Butterfield/Tennant) as a cut-through route.
- Site layout alternative

Each of the issues are addressed below.

Estimated Project Trips

Peak hour trip estimates for the proposed car wash were presented in the completed operations study. The weekday peak-hour project trips were estimated using trip generation rates for Automated Car Wash land uses contained in the Institute of Traffic Engineers (ITE), *Trip Generation, 10th Edition*. The Automated Car wash land use is described in the Trip Generation manual as “a facility that allows for the mechanical cleaning of exterior of vehicles. Manual cleaning services may also be available at the facilities.” Based on ITE *Trip Generation* rates, the project is estimated to generate 34 trips during the AM and 78 trips during the PM peak hours.

At the PC hearing the applicant stated that an estimated 200 daily trips could be generated by the proposed project. The stated daily trips raised concern given that 78 trips were estimated to be generated during the PM peak hour alone, thus 200 daily trips were likely an underestimation of the potential daily trips to the site. The applicant has since clarified that the proposed car wash anticipates **servicing approximately 200 vehicles daily**. To provide an estimation of daily trips, each vehicle is counted as one inbound trip and one outbound trip for an estimated total of 400 daily vehicle trips. Published trip generation information for these types of car washes is limited. ITE provides rates for the PM peak hour only. The ITE provides no data to verify the estimated 400 daily trips. The estimated daily trips have no effect on the completed traffic analysis given that the evaluation of project impacts is based on peak hour traffic conditions only.

City staff also requested an estimate of weekend trips to the site. The *Trip Generation* manual provides a rate for the Saturday peak-hour, however the sample size used to develop the trip rate is small and would under-estimate actual peak hour project trips. The number of trips generated during the weekend midday peak-hours (approximately 11 AM to 2 PM) will likely exceed the estimated 78 trips generated during typical weekday PM peak-hours. However, trips during the weekend midday peak-hours are spread out across three or more hours whereas weekday PM peak-hour trips generally occur within a shorter span during the afternoon commute period. In addition, ambient traffic volumes along adjacent roadways are typically significantly less than those during standard weekday commute hours. Thus, the evaluation of weekday peak hour conditions as presented in the completed operations study represents a “worst-case” condition in regards to the effect of project traffic on the adjacent roadways.

Attachment: Hexagon Traffic Analysis - May 2018 (1884 : Appeal of UP2017-0015)

Adjacent Property Cut-Through

During the PC hearing an adjacent property owner stated that the proposed project would result in the use of his property as a cut-through route by patrons of the proposed project. It was stated that vehicles currently cut-through the parking lot of the property at the northwest corner of the Butterfield Boulevard and Tennant Avenue intersection. The cut through route provides access from Caputo Drive to southbound Butterfield Boulevard and eastbound Tennant Avenue towards US 101. Access to eastbound Tennant Avenue from Caputo Drive is restricted by a raised center median that runs from Butterfield Boulevard to Railroad Avenue. A median break and westbound left-turn pocket that provides for a U-turn movement is provided just east of the project site. The cut-through route is likely primarily used during the PM peak hour by traffic generated by properties along Caputo Drive between Barrett Avenue and Tennant Avenue. Figure 1 indicates the identified cut-through route.

Access to the project site is proposed to be provided via two driveways: one on Tennant Avenue and one on Caputo Drive. The median island along Tennant Avenue will prohibit left-turns from southbound Caputo Drive and also would prohibit left-turns from the proposed project driveway on Tennant Avenue. Project traffic exiting via either project driveway and bound for destinations to the east or south of the Butterfield Boulevard/Tennant Avenue intersection would need to proceed westbound on Tennant Avenue and utilize the left-turn pocket located just west of the project driveway to perform a U-turn and to access eastbound Tennant Avenue (see Figure 1). The traffic analysis estimated that approximately 20 project trips could be destined for areas east and south of the Butterfield Boulevard/Tennant Avenue intersection during the PM peak-hour. Given that there are no physical restrictions that would prohibit the use of the adjacent property parking lot, it is conceivable that some project trips could utilize the identified cut-through route.

In response to the cut-through concern, Hexagon staff observed traffic circulation on the afternoon of April 26, 2018 during the PM peak. During the one-hour observation, no vehicles were observed to use the adjacent property as a cut-through route. Nonetheless, potential solutions to deter the use of adjacent property as a cut-through route by project traffic were reviewed and described below:

- One possible solution would consist of installation of a channelization island with right-turn only signage at the project driveway along Caputo Drive to restrict outbound vehicles to right-turn only. However, this would eliminate the potential use of the adjacent property as a cut-through route of only those trips associated with the proposed car wash. Traffic associated with other properties along Caputo Drive could continue to use the adjacent property as a cut-through route.
- Another less desirable solution would include the installation of delineators along the centerline of Caputo Drive at the proposed project driveway. However, the implementation of delineators would require constant maintenance as they would likely be driven over by vehicles overtime.
- A more permanent solution would involve the closure of the adjacent property's driveway along Butterfield Boulevard. With the closure of the Butterfield Boulevard driveway, the adjacent property would continue to have access via Caputo Drive. The closure of the Butterfield Boulevard driveway also would eliminate all potential cut-through traffic from other properties along Caputo Drive, not just those associated with the proposed car wash.

Alternative Site Layout

During the scoping of the project, it was relayed that the City was concerned with potential queuing from the project site spilling out onto Tennant Avenue. In response to the queueing concern, the traffic study evaluated the projected queues at the car wash tunnel entrance. The evaluation indicated that the proposed queue storage capacity would be sufficient to meet the queuing demand during the car wash's peak demand and would not result in vehicles extending out to Tennant Avenue.

However, in response to the City concerns, it was recommended within the traffic study that a reversal of the site layout be considered. Reversing the site layout will ensure that vehicles would not spill out and disrupt traffic flow on Tennant Avenue. The reverse layout would consist of relocating the pay stations to the north side of the tunnel, near the western site boundary, and the vacuum parking stalls on the south side of the tunnel along Tennant Avenue. The Caputo Drive driveway would feed directly into the pay station lanes. Outbound traffic would continue to exit via Tennant Avenue or Caputo Drive. Tennant Avenue would be restricted to exit only with the reverse layout. The applicant has submitted the alternative site layout shown in Figure 2 at the request of City staff.

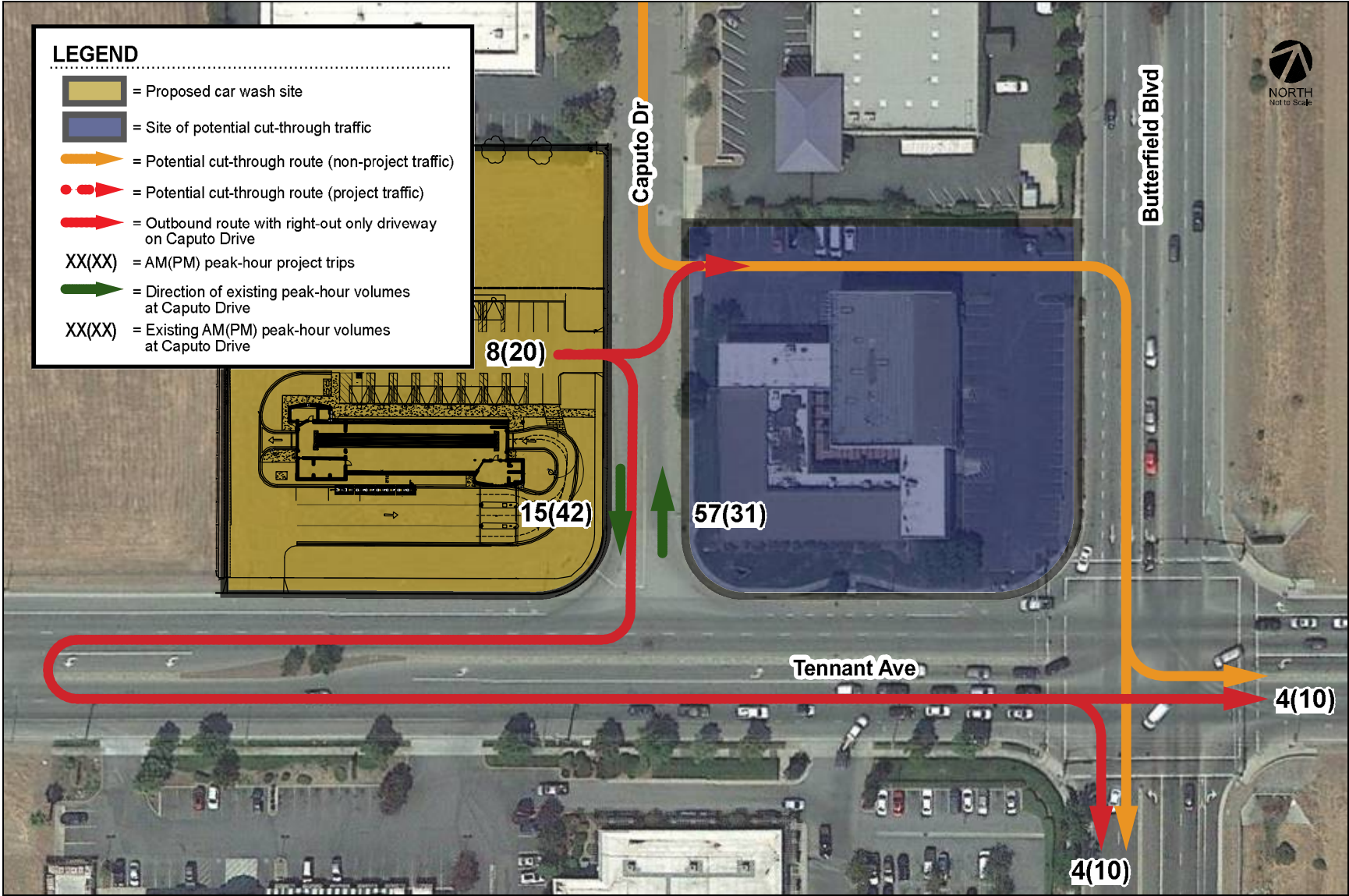
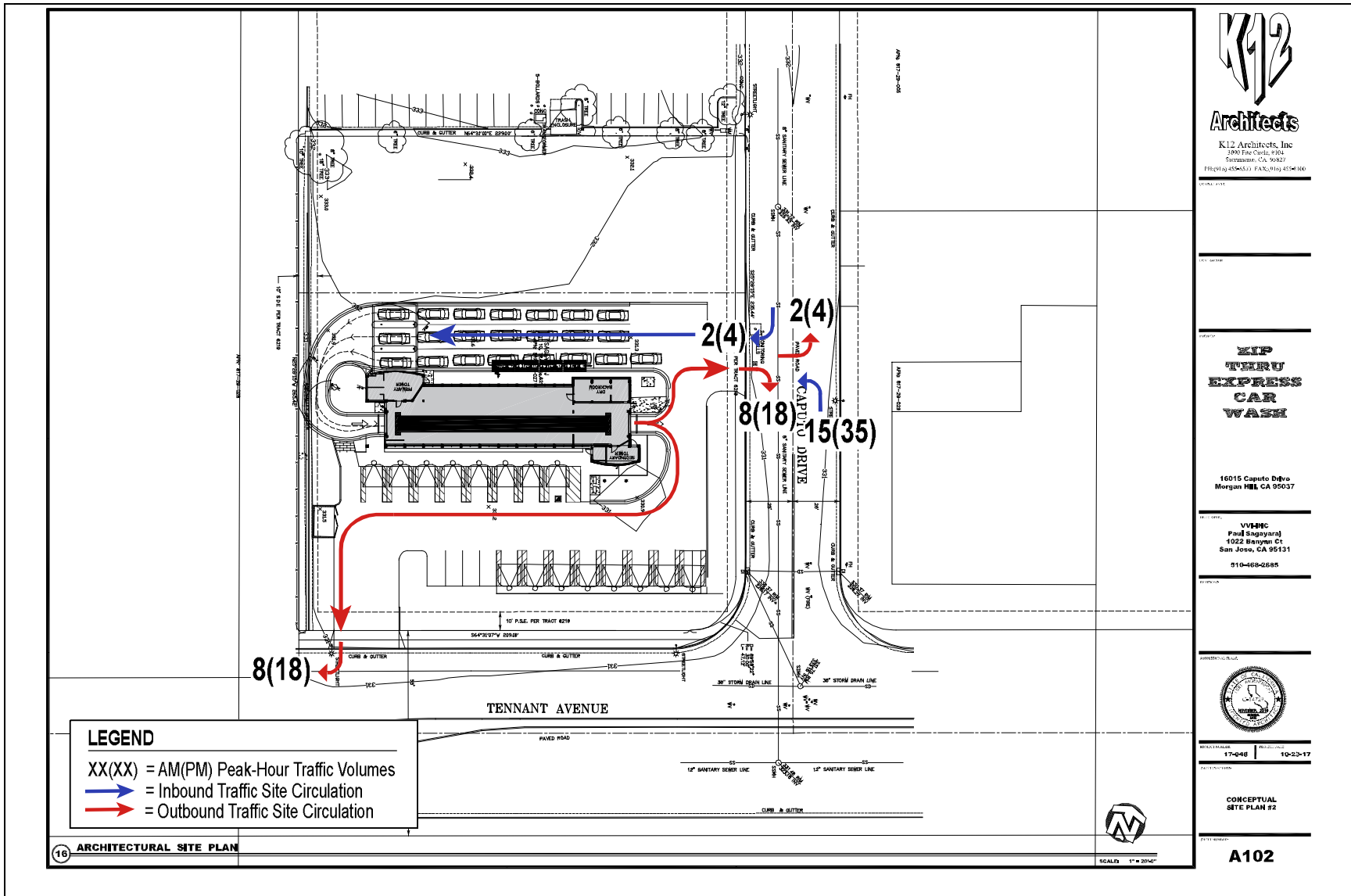


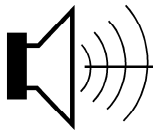
Figure 1
Proposed Car Wash Site Traffic Routes and Identified Cut-Through Route

Attachment: Hexagon Traffic Analysis - May 2018 (1884 : Appeal of UP2017-0015)



Attachment: Hexagon Traffic Analysis - May 2018 (1884 : Appeal of UP2017-0015)

Figure 2
Alternative Site Plan



July 31, 2018

Mr. Nick Pappani
Vice President
Raney Planning & Management, Inc.
1501 Sports Drive
Sacramento, CA 95834

Transmitted via email: npappani@raneymanagement.com

Subject: Responses to noise-related comments on the appeal letter for the proposed Zip Thru Express Car Wash in Morgan Hill

Dear Mr. Pappani,

Bollard Acoustical Consultants, Inc. (BAC) previously completed an environmental noise assessment for the proposed Zip Thru Express Car Wash in Morgan Hill, California. That report is dated June 5, 2018 (BAC Job #2018-094). This letter contains BAC's responses to the noise-related comments contained within the appeal letter dated July 5, 2018, authored by Greg Blunden and Philip Malaspina. The paragraph containing the noise-related comments is reproduced below:

In addition, the "Staff Report" recommendation relied upon a "noise study" that did not use the correct noise decibel numbers that would be created by the Car Wash's large blower that would be facing our building and mis-counted the total number of outdoor vacuum stations, by only listing that there would be (12) vacuum stations when in fact the development proposal is for (16) vacuum stations. This "noise study", also, did not accurately measure the proper distance from these substantial noise making devices to the outside of our building. Without these proper numbers and measurements there is no way that the noise impact conclusions from this "noise study" could be accurate. We believe that if the correct numbers and measurements were to be used the noise impact to the businesses residing in our building would be substantial enough to cause them to relocate to a location without such a noise hazard. The noise impact from this Car Wash would cause us severe and irreconcilable financial hardship.

Response to car wash blower noise levels

The appellant asserts that the noise analysis did not use the correct noise levels for the proposed car wash blower assembly. The appellant, however, does not offer an alternative source of noise data for the car wash blower assembly. In an effort to provide an accurate assessment of project-related noise levels, BAC utilized noise level data provided by the equipment manufacturer for the exact car wash drying assembly proposed for the project. Specifically, the project proposes the blower arrangement, Totally Tommy Blower System. The reference noise level data provided by the equipment manufacturer was provided as Appendix

Mr. Nick Pappani
July 30, 2018
Page 2

C of the noise study report. It is a common industry practice to utilize manufacturer noise level data in the prediction of noise levels in environmental noise assessments.

Response to number of outdoor vacuum stalls

The appellant states that the number of proposed outdoor vacuum stalls was miscounted in the noise study report. Specifically, the appeal letter states that only 12 vacuum stations were accounted for when in fact the development proposal is for 16 vacuum stations. On page 7 of BAC's report, it is clearly stated that, "The project applicant proposes the installation of a 16 stall central vacuum piping system offered by Vacutech." Reference noise level measurements conducted by BAC staff at various existing car wash facilities with central vacuum systems offered by Vacutech indicate that such systems generate a noise level of 65 dB at a distance of 50 feet from the center of the vacuum stall area. The visited car wash facilities had a range of 12 to 18 stalls in operation during the noise surveys.

Noise level data for the vacuums were also provided by the equipment manufacturer. Those data indicate that 10 vacuum hoses generate a noise level of 66 dB at 55 feet. A comparison of the BAC data and the manufacturer data indicate close agreement. If an adjustment were made to the manufacturer's data (10 hoses) to account for the additional 6 hoses, the resulting noise level increase would be 2 dB. Such an increase would still indicate close agreement with BAC data and would not alter the conclusions of the noise study report. In the noise study report, predicted interior noise levels due to vacuum noise within the nearest commercial building (605 Tennant Avenue) were 41 dB L_{eq} . After consideration of the 6 additional hoses, predicted interior noise levels would be adjusted upward to 43 dB L_{eq} . Despite the increase, vacuum noise levels within the nearest commercial buildings would still be in compliance with the City of Morgan Hill interior noise level standard of 45 dB L_{eq} . A more detailed discussion regarding the City's interior noise level standard for commercial uses is contained in a subsequent section of this letter.

Response to scaled distances

Distances from the project noise sources to the nearest commercial facades were scaled by utilizing the provided site plans, Figures 2 and 3 of the noise study report, and Google Earth imagery. The site plans were overlaid on Google Earth imagery to ensure accurate distance measurements. In the assessment of car wash blower assembly noise, distances were scaled from the tunnel exit or entrance, whichever was closer, to the nearest commercial building facades. In the assessment of vacuum stall area noise, distances were scaled from the center of the vacuum stall area to the nearest commercial building facades. It is unclear how the appellant determined that the noise study report did not accurately measure the proper distances. No specific examples of faulty scaling were offered in the appeal letter. It is BAC's professional opinion that the distances from the project noise sources to the nearest commercial building facades were scaled fairly and accurately.

Attachment: Bollard Noise Analysis- July 2018 (1884 : Appeal of UP2017-0015)

Mr. Nick Pappani
 July 30, 2018
 Page 3

Predicted Cumulative Project Noise-Generation – Updated

The noise study report provided a prediction of cumulative project-related noise levels within the interior of the nearest commercial uses. Those predictions were summarized in Table 5 of the noise study report. That table is reproduced below and has been updated to account for the aforementioned 2 dB vacuum noise level increase. Despite the increase, cumulative project-related noise levels within the nearest commercial buildings would still be in compliance with the City of Morgan Hill interior noise level standard of 45 dB L_{eq} .

Predicted Cumulative Project Noise-Generation Zip Thru Express Car Wash at 16015 Caputo Drive – Morgan Hill, California						
Receiver Location	Predicted Interior Hourly L_{eq} Noise Levels (dB)					
	Proposed Project Site Plan			Alternative Project Site Plan		
	Car Wash	Vacuums	Cumulative	Car Wash	Vacuums	Cumulative
1	23	43	43	24	35	35
2	23	40	40	28	34	34
3	33	43	43	38	43	43
Source: Bollard Acoustical Consultants, Inc. (2018)						

General noise study report methodology

Policy SSI-8.4 of the City of Morgan Hill General Plan states that the interior noise levels in office buildings should be maintained at 45 dB L_{eq} (hourly average) or less. Because the City's noise level standard for office uses is in terms of an hourly noise level metric (Hourly L_{eq}), project-related noise levels in the noise study report were based on operational conditions present during a worst-case hour. Specifically, the car wash blower assembly and all 16 vacuum stalls were assumed to be in operation for a full hour. No downward offsets were applied to the car wash blower or vacuum noise data to account for partial use during the hour.

In order to predict project-related noise levels within the interior of the nearest commercial buildings, noise levels were first assessed at the exterior of the nearest commercial building facades. Interior noise levels were then calculated based on a very conservative building façade exterior-to-interior noise level reduction (transmission loss) of 15 dB. The windows of the commercial building will define the actual level of noise-reduction through the building façade. The specific window assemblies of the nearest commercial use are not known, but appear to be standard commercial plate glass. According to the Saflex Acoustical Glazing Design Guide, ¼ inch thick plate glass provides an STC rating of 31, with an average sound transmission loss of 30 dB between the 250 and 1,000 Hertz frequency bands. As a result, the transmission loss value of 15 dB used in the BAC study was clearly very conservative as actual levels within the commercial building will likely be on the order of 15 dB lower.

Mr. Nick Pappani
July 30, 2018
Page 4

Even with the assumed worst-case operational conditions and very conservative assumption for the commercial building façade sound transmission loss, cumulative project-related noise levels within the interior of the nearest commercial buildings were still determined to be below the City's 45 dB hourly L_{eq} threshold. As a result, the BAC analysis included a considerable factor of safety.

Conclusions

The noise prediction methodology employed within the noise study report for the proposed Zip Thru Express Car Wash in Morgan Hill was based on standard industry practices. The report utilized the correct noise level data for the car wash blower assembly, the correct number of vacuum stalls, and correctly scaled the distances from project noise sources to the nearest commercial building facades. Despite the disagreements listed in the appeal letter, it is BAC's professional opinion that the conclusions contained within the noise study report are fair and accurate.

This concludes our responses to comment for this project. Please contact me at (916) 663-0500 or jonl@bacnoise.com if you have any comments or questions regarding this letter.

Sincerely,

Bollard Acoustical Consultants, Inc.



Jonathan Lopez
Senior Consultant

Attachment: Bollard Noise Analysis- July 2018 (1884 : Appeal of UP2017-0015)

RESOLUTION NO. 18-16**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL ADOPTING THE MITIGATED NEGATIVE DECLARATION THAT WAS PREPARED IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CAPUTO - HUANG PROJECT (APN 817-29-027)**

WHEREAS, prior to the adoption of this Resolution, the Planning Division of the City of Morgan Hill prepared an Initial Study and a Mitigated Negative Declaration for the Caputo-Huang Project (Planning File No's. UP2017-0013, EA2017-0013) in accordance with the requirements of the California Environmental Quality Act of 1970, as amended ("CEQA"), and state and local guidelines implementing CEQA; and

WHEREAS, the Caputo-Huang Project ("Project") analyzed under the Initial Study/Mitigated Negative Declaration consisted of the request to build and operate a drive-through, self-service, automated car wash located at APN: 817-29-027; and

WHEREAS, in connection with the approval of a project involving the preparation of an Initial Study/Mitigated Negative declaration that identifies one or more significant environmental effects, CEQA requires the decision-making body of the lead agency to incorporate feasible mitigation measures that would reduce those significant environment effects to a less-than-significant level; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program to ensure compliance with the mitigation measures during project implementation; and

WHEREAS, the City of Morgan Hill is the lead agency on the Project, and the Planning Commission is the decision-making body for the proposed Project; and

WHEREAS, the Planning Commission has reviewed and considered the Initial Study/Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program for the Project; and

WHEREAS, the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project are, by this reference, incorporated into this Resolution as if fully set forth herein; and

WHEREAS, the Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 89.5 of the California Department of Fish and Game Code.

Resolution No.
Page 2

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL AS FOLLOWS:

SECTION 1. THAT THE PLANNING COMMISSION does hereby make the following findings:

- (1) It has independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration and other information in the record and has considered the information contained therein, prior to acting upon the Project;
- (2) The Initial Study/Mitigated Negative Declaration prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA; and
- (3) The Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project. The Community Development Director of the Community Development Department at 15575 Peak Avenue, Morgan Hill, California 95037, is the custodian of documents and records of proceedings on which this decision is based.

SECTION 2. THAT THE PLANNING COMMISSION does hereby adopt the Mitigation Monitoring and Reporting Program prepared for the Project. The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program are: (1) on file in the Community Development Department, Planning Division, located at 15575 Peak Avenue, Morgan Hill CA 95037 and (2) available for inspection by any interested person.

PASSED AND ADOPTED THIS 26th DAY OF JUNE, 2018, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

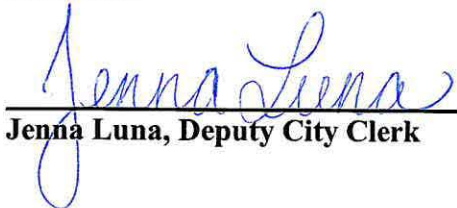
AYES: COMMISSIONERS: MCKAY, MUELLER, TANDA, HABIB, MUNOZ MORRIS, MARTINEZ BELTRAN, DOWNEY

NOES: COMMISSIONERS: NONE

ABSTAIN: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: NONE

ATTEST:


Jenna Luna, Deputy City Clerk

APPROVED:


John McKay, Chair

Attachment: PC Resolution No. 18-16 (Adoption of MND) (1884 : Appeal of UP2017-0015)

Resolution No.
Page 3

AFFIDAVIT

We, Paul Sagayaraj Amaldoss Henry, applicants, hereby agree to accept and abide by the terms and conditions specified in this resolution.

By: 

Date: 07-11-2018

Attachment: PC Resolution No. 18-16 (Adoption of MND) (1884 : Appeal of UP2017-0015)

REUBEN, JUNIUS & ROSE, LLP

Matthew D. Visick
mvisick@reubenlaw.com

August 16, 2018

Delivered Via Electronic Mail [Gina.Paolini@morganhill.ca.gov]

Honorable Mayor and City Council Members
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

**Re: Appeal of Conditional Use Permit UP2017-0015
SW Corner of Caputo Drive and Tenant Avenue (APN 817-29-027)**

Honorable Mayor and Members of the City Council:

Our office represents Paul Sagayaraj Amaldoss Henry, who recently purchased the property located on the southwest corner of Caputo Drive and Tenant Avenue (the “**Property**”) and secured a Conditional Use Permit (“**CUP**”) from the Planning Commission to construct and operate a Zip Through Car Wash (the “**Project**”) at the site. Mr. Henry worked with Planning Department staff for several months to refine the CUP application. He paid for experts hired by the Planning Department to evaluate potential impacts from the Project on the surrounding light industrial and commercial neighborhood. These studies confirmed that the impacts from the Project were well below City standards. The Planning Commission conducted a robust and thorough review of the CUP application, during which it considered the same arguments raised by appellants Greg Blunden and Phillip Malaspina (“**Appellants**”) through this Appeal. The Planning Commission correctly determined that Appellants’ arguments lacked merit and approved the Project with additional conditions of approval to address Appellants’ concerns. As discussed below, (1) the Project is well suited to the location; (2) noise generated by the Project is well below City noise standards; (3) the Project is far more environmentally sensitive than existing car washes; and (4) the arguments raised in the Appeal lack merit. Mr. Henry respectfully requests that the Council deny the Appeal and allow his Project to move forward.

The Project Is Well Suited to the Location

The Property is designated “commercial” in the General Plan and “service commercial” under the Zoning Ordinance.¹ These classifications allow for some very intensive uses by right,

¹ Planning Commission Staff Report, June 26, 2018 (“June 26 Staff Report”), p. 1.

including: (1) Auto sales and service; (2) Animal hospital and clinics; (3) Home improvement centers; (4) Wholesale sales establishments; and (5) Motor vehicle repair. Other intensive uses are conditionally permitted, including: (a) Transportation terminals; (b) Service stations; (c) Mini-storage facilities; (d) Commercial recreation; (e) Fast food restaurants; and (f) Commercial parking. Each of the uses listed above is more intensive than the Project.²

The surrounding land uses are consistent with the Project. To the south, there is Johnson's Lumber / Ace Hardware and Johnson Garden Center. To the north, there is a wireless phone store and offices for a motorcycle glove manufacturer. To the northeast there are offices for a painting company and an electronics manufacturer. To the west there is vacant land. And to the east, along heavily trafficked Tennant Avenue, there is Appellants' building, which includes two car stereo installation businesses, a physical therapy office, a therapist's office, and offices for the Santa Clara County Farm Bureau.³

There are no residences or hotels near the Property, and no residences or hotels can be built near the Property under the current Light Industrial zoning.⁴

Finally, car washes are generally busy during the weekends and in the late evenings during weekdays. At these times, most surrounding businesses are closed.

Given that the Project fits within the General Plan and Zoning designation for the Property, will not have any significant impacts on surrounding businesses, and is not located near areas that include or could include residential or hotel uses, the Project is compatible with the surrounding area. Further, the Project is likely to benefit nearby businesses by drawing additional potential customers to the area.

The City's Noise Consultant Determined that Noise Generated by the Project Would Fall Well Below City Noise Standards

As the City's noise consultant explained in its reports, modern car washes are unlike the gas station and self-service car washes many of us remember from our youth, or even the car washes built 20 years ago. Noise is generated by three main sources: blowers that dry the cars, vacuum motors, and vacuum nozzles. Modern blower technology allows better performance from lower horsepower blowers and uses plastic housings (rather than the older metal housings) to reduce vibration. Similarly, advances in vacuum motor technology allow motors to run at lower speeds and motors are equipped with mufflers. Finally, modern vacuum nozzles rest on rubberized

² June 26 Planning Commission Staff Report, p. 8; Morgan Hill Zoning Code ("Code") § 18.24.020, Table 18.24-1. Moreover, drive-through car wash advances the purposes of the service commercial zoning district in which the Property is located. "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." *Id.* at 18.24.010(b)(5) (emphasis added).

³ Initial Study Zip thru Express Car Wash Project (Caputo-Huang) Morgan Hill, California, March 2018 ("Initial Study"), p. 1 of 82, 10 of 82.

⁴ *Id.* at p. 10 of 82.

cradles that create a tighter seal so nozzles not in use generate less noise. In addition to these standard features, modern technology can be employed to further reduce noise, including sound dampening materials over the blowers and/or vacuum motors, sound reducing curtains at the tunnel exit, and sound absorbing panels that reduce reflected noise.

Here, the City's noise consultant evaluated the equipment that will be used in the Project and determined that Project generated noise would fall well below City noise standards. The City's noise standards provide that noise within an office space should not exceed an hourly average of 45 dBA—roughly equivalent to refrigerator hum or the sound from a floor fan.⁵ As described in the noise study, the consultant evaluated the noise impacts of the Project on surrounding properties very conservatively. It assumed a “worst case scenario” where the blowers and all 16 vacuums were running continuously for the whole hour. Further, while typical building construction decreases noise levels by 25-30 dB, the consultant assumed the decrease in this case would only be 15 dB. Even with these very conservative assumptions, noise levels inside the nearest three properties—including Appellants' building—with the blower and all vacuums on at the same time were expected to range between 33 dB and 42 dB.⁶

The Project Is Far More Environmentally Sensitive than Existing Car Washes

The Project will use a remarkably low amount of water and energy compared to other car washes.⁷ As a general rule, car washes use approximately 100 gallons of water per car. The Project would recycle 85% of this water for a net water consumption of 15 gallons per car.⁸ This reduction will not only decrease demand for potable water, but will also decrease the quantity of waste water entering the wastewater treatment plant.

Energy use is also much lower than the typical car wash. The technological advances that allow for lower horsepower blowers, lower vacuum speeds, and better seals on vacuum nozzles (see above) result in lower energy consumption. In addition, variable frequency drive motors slowly distribute power to each of the motors on site, reducing spikes in electricity.⁹ The project will also generate electricity through solar panels on the vacuum canopies, which will generate sufficient energy to power all of the Project's LED lighting, computers, etc.¹⁰

The Appeal Lacks Merit

Each of the arguments raised in the Appeal lacks merit, and most of the arguments were already addressed during the Planning Commission hearings on April 24th and June 26th. We briefly address each of the six arguments raised in the Appeal below:

⁵ (June 26, 2018, Planning Commission Hearing Video Recording (“June 26 PC Hearing”), 25:45. Available at: <https://morganhillca.igm2.com/Citizens/Calendar.aspx>, last visited August 16, 2018.

⁶ June 26 Staff Report, p. 4.

⁷ June 26 PC Hearing, 53:15.

⁸ *Id.* at 1:05:03.

⁹ *Id.* at 53:45.

¹⁰ Applicant June 26, 2018 Planning Commission Presentation, slides 6-7 of 16.

1. *The Staff Report “inaccurately listed a [sic] erroneously low projected capacity per hour of the Car Wash. . . . The Planning Commission did not adjust the projected customer flow number to account for the Owners [sic] higher projections. The Planning Commission continued to rely on the lower number of customer car flow to project the traffic impact on the surrounding streets. We believe that should the correct projected flow numbers be used, there would be a substantial adverse effect to the capacity of the street system in the area around this project.” (Appeal Letter, p. 1.)*

Planning Department staff explained at the June 26th hearing that the City derives trip generation estimates for all projects from the Institute of Transportation Engineers (ITE) manual, which provides standard trip generation rates for different land uses.¹¹ It is standard practice for many if not all cities in California to rely upon the ITE manual projections when considering the trips that a particular project would create.¹²

Here, the ITE manual showed that a car wash use would generate 78 trips during the PM peak hour.¹³ Appellants take issue with this trip generation estimate, and appear to say that trip generation should be equivalent to the maximum capacity of the car wash (150 cars per hour).¹⁴

The Planning Commission was correct to rely upon the trip generation forecast in the ITE manual because it provides an objective projection of traffic impacts for particular uses, and because it measures peak hour trips which generally have the greatest impact on traffic conditions. As noted above, car washes are busiest during the weekends and in the late evenings during weekdays, when other businesses are closed and traffic is lighter on nearby roads.¹⁵ Further, while the Project may theoretically be able to accommodate 150 cars per hour it is not possible to say how busy this particular location will be or when it will be busiest. Planners rely on the ITE manual to overcome this issue. It provides an objective projection of how many trips are typically generated at the times of day when traffic impacts are greatest.

2. *The Staff Report “referenced a ‘traffic study’ that was wholly inadequate and in no way represented a true ‘cut through’ traffic impact to our building. This study that was conducted only monitored the traffic pattern passing down Caputo and through our parking lot for ‘one hour’ during ‘one Thursday’ afternoon. From our experience with cut through traffic since the construction of the median on Tennant Avenue forcing a right turn only from*

¹¹ See Hexagon Transportation Consultants, Inc., May 24, 2018, Updated Traffic Analysis [Attachment 4 to June 26 Staff Report] (“Traffic Analysis”).

¹² Planning Commission June 26, 2018 Presentation (Revised), slide 6 of 12.

¹³ Traffic Analysis, p. 1; June 26 PC Hearing, 1:12:40, 1:36:13.

¹⁴ The Staff Report for the June 26th hearing mistakenly stated that the maximum capacity of the car wash was 12 cars per hour. Staff pointed out this error to the Planning Commission and indicated that the analysis was based on industry standards and not the mistaken 12 cars per hour rate. (June 26, PC Hearing, 18:15, 23:02.) Mr. Henry’s presentation during the hearing clarified that the maximum capacity is 150 cars per hour. (*Id.* at 1:01:20.)

¹⁵ Traffic Analysis, p. 1.

southbound Caputo onto Tennant Avenue, we believe that the Customers exiting the Car Wash will often choose to use our parking lot as a thoroughfare to quickly and easily move from Caputo Drive over to Butterfield Avenue to access Highway 101.” (Appeal Letter, pp. 1-2.)

The Planning Commission imposed a condition of approval on the Project that requires a physical barrier at the exit from the Project onto Caputo Drive that would prevent cars from “cutting through” Appellants’ property to reach Butterfield Avenue.¹⁶ Appellants fail to mention this condition, much less explain how it is inadequate or propose an alternative measure that would work better.

Further, it is unclear how the concern regarding “cut through” traffic is related to the Project specifically. Any development of Mr. Henry’s property would result in an increase in cars using Caputo Drive, and potentially exacerbate Appellants’ existing problem with “cut through” drivers. Appellants should not expect that Mr. Henry’s property will remain vacant.

3. *The Staff Report “relied upon a ‘noise study’ that did not use the correct noise decibel numbers that would be created by the Car Wash’s large blower that would be facing our building and mis-counted the total number of outdoor vacuums by only listing that there would be (12) vacuum stations when in fact the development proposal is for (16) vacuum stations. This ‘noise study’, also, did not accurately measure the distance from these substantial noise making devices to the outside of our building. . . . We believe that if the correct numbers and measurements were to be used the noise impact to the businesses residing in our building would be substantial enough to cause them to relocate to a location without such a noise hazard.” (Appeal Letter, p. 2.)*

Planning Department staff and one of the Planning Commission members explained at the June 26th hearing that Appellants had drawn conclusions about the noise generation of the Project based upon manufacturer data about a different product.¹⁷ Appellants fails to mention that they were corrected on this point at the hearing, and fail to point to any actual evidence that puts the conclusions of the Noise Study in doubt.¹⁸

The Noise Study clearly analyzes the noise output from the Project based on a project with 16 vacuum stations.¹⁹ Appellants do not explain why they believe the Noise Study analyzed a project with only 12 vacuum stations.

With respect to the distance between the Project and Appellants’ building, it is not clear why Appellants disagree with the distances used in the Noise Study. They offer no evidence to

¹⁶ June 26 PC Hearing, 15:20, 42:00, 58:02

¹⁷ *Id.* at 1:15:47.

¹⁸ *Id.* at 1:26:25 (Planning Commissioner recommended Appellants review the revised June 26 Staff Report).

¹⁹ Environmental Noise Analysis, Zip Thru Express Car Wash, June 5, 2018 [Attachment 4 to June 26 Staff Report] (“Noise Analysis”), p. 7.

show that the distances used in the Noise Study were incorrect.

4. *The Planning Commission “did not properly recognize that the surrounding buildings and businesses are for administrative office use and that the development of a car wash at this site would not be a suitable and adequate use of the proposed site.” (Appeal Letter, p. 2.)*

The materials before the Planning Commission described the uses surrounding the Project²⁰, and Appellants testified during the Planning Commission hearings regarding the uses in their own building.²¹ The Planning Commission members were clearly aware of the surrounding land uses when they approved the CUP. Further, the area surrounding the Property is zoned Light Industrial and not Administrative Office, as suggested by Appellants.

Appellants also fail to acknowledge that some surrounding properties—including Appellants’ own property which includes two auto stereo shops and previously included a recreational batting practice use—are used for purposes other than administrative office. These include all of the property to the south, which is occupied by a large lumber, hardware, and landscaping business (Johnson’s).

5. *The Staff Report “miscounted the total number of Car Washes in the Morgan Hill city limits. The report only listed that there were (6) Car Washes when in fact there are (7). If you count the additional two specialty car washes, there are currently (9) options in Morgan Hill to get your car washed. . . . We do not believe that there is a need to have (10) Car Washes in Morgan Hill. The repetitive number of this type of business in our community would have a detrimental effect on the welfare of our community.” (Appeal Letter, p. 2.)*

Planning Department staff explained at the June 26th hearing that they had not included a car wash located 3 miles north and on the other side of the freeway in their report.²² It is unclear what “specialty car washes” Appellants are referring to, though they may be referring to the two auto detailing businesses. Auto detailing businesses are not car washes. Regardless, Mr. Henry’s expert explained at some length during the June 26th hearing that, even with the Project, the City would have a 15% unmet capacity for car washes.²³ The same expert also explained that most of the customers for a car wash come from within one mile of the site.²⁴ Appellants fail to acknowledge this information or explain what evidence they rely upon to form their opinions.

6. *The Planning Commission “improperly considered issues outside the scope of this specific CUP application, despite the admonishment of the City’s*

²⁰ Noise Analysis, p. 5; Traffic Study, p. 2

²¹ June 26 PC Hearing, 1:14:23.

²² June 26 PC Hearing, 11:10; 35:00, 56:45; June 26 Staff Report, p. 8.

²³ *Id.* at 57:21.

²⁴ *Id.* at 1:12:20.

Counsel during the hearing and cited those issues in approving the CUP.”
(Appeal Letter, p. 2.)

It appears that Appellants are referencing an exchange during the June 26th hearing between the Assistant City Attorney and a member of the Planning Commission, in which the Commission member asked whether there were areas of the City where a car could be located without a CUP.²⁵ As can be seen from a review of the video of the June 26th hearing, that exchange did not form any part of the basis for the Planning Commission’s decision to approve the CUP. It is unclear why Appellants think that it did, or how they think the exchange could be relevant to their Appeal.

In conclusion, the written materials and testimony presented to the Planning Commission at the April 24th and June 26th Planning Commission hearings refute the arguments raised by Appellants. While Appellants are clearly worried the Project will diminish the profitability of their rental property²⁶, they have introduced no evidence to support their concerns. The Planning Commission required additional study of the Project’s potential impacts to address the concerns raised by Appellants at the April 24th hearing. After reviewing those additional studies, the Commission added conditions of approval that assured Appellants’ concerns will be addressed. Having concluded that the Project is consistent with the General Plan and Zoning for the Property and will not have significant impacts on nearby properties, the Planning Commission was correct to approve the Project.

We appreciate your attention to the issues presented by the Appeal and look forward to answering any questions you may have at the Appeal hearing on August 22nd.

Very truly yours,

REUBEN, JUNIUS & ROSE, LLP



Matthew D. Visick

²⁵ *Id.* 27:20.

²⁶ *Id.* at 1:21:41; 1:23:17.



CITY COUNCIL STAFF REPORT

MEETING DATE: August 22, 2018

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

APPROVE RESPONSE TO GRAND JURY REPORT - AFFORDABLE HOUSING

RECOMMENDATION(S)

Authorize the City Manager to file the Response to the Civil Grand Jury Report, "Affordable Housing Crisis *Density is our Destiny*", with the Presiding Judge of the Santa Clara County Superior Court.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community

2018 Strategic Priorities

Regional Initiatives

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

On June 21, 2018, the City of Morgan Hill received a report from the Santa Clara County Civil Grand Jury entitled "Affordable Housing Crisis *Density is our Destiny*" containing findings and recommendations made after investigating certain aspects of affordable housing production countywide. The subjects of the report were all the cities in the county, and the County of Santa Clara.

In accordance with Penal Code Section 933(c) which requires that a governing body of a public agency or department which has been the subject to a Grand Jury final report shall respond within 90 days to the Presiding Judge of the Superior Court on the finding and recommendations pertaining to matters under the control of the governing body. The City of Morgan Hill's proposed response is attached for review and consideration.

As required by California Penal Code § 933.05 (a) the City of Morgan Hill has responded to each **finding** by indicating one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

As required by California Penal Code § 933.05 (b) the City of Morgan Hill has responded to each **recommendation** with one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

COMMUNITY ENGAGEMENT:

This report is intended to inform the community.

ALTERNATIVE ACTIONS:

The City of Morgan Hill is required to respond to the Grand Jury report by September 20, 2018. There are no alternative actions.

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact associated with this action.

CEQA (California Environmental Quality Act): Not a project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not considered a project by CEQA.

LINKS/ATTACHMENTS:

1. Grand Jury Response - Final Report
2. Grand Jury Response - Final Report



17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 779-7271
FAX: (408) 779-3117
www.morganhill.ca.gov

August 22, 2018

Peter L. Hertan, Foreperson
Santa Clara County Civil Grand Jury
Superior Court Building
191 North First Street
San Jose, CA 95113

Dear Mr. Hertan:

Thank you for your letter dated June 18, 2018, transmitting the Santa Clara County Civil Grand Jury's (SCCCGJ) final report entitled, "Affordable Housing Crisis *Density is our Destiny*" (Report).

In accordance with Section 933 and 933.05 of the California Penal Code, the following are the City of Morgan Hill's responses to the findings and recommendations contained in the June 21, 2018 Report.

As required by California Penal Code § 933.05 (a) the City of Morgan Hill has responded to each **finding** by indicating one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

As required by California Penal Code § 933.05 (b) the City of Morgan Hill has responded to each **recommendation** with one of the following actions:

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- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

SCCCGJ Finding 1b

Mass Transit stations (Caltrain, VTA, BART) create opportunities for BMR units.

Response: Morgan Hill generally agrees in principle, however must disagree that all existing transit stations function as viable mass transit purveyors, and until they do, any auto dependent areas such as Blossom Hill Station, Morgan Hill, San Martin, and Gilroy are not able to serve mass transit clients without ample parking. As there are no alternatives to automobiles, and significant transit dis-investment continues in the southern regions of the County, building BMRs on transit properties which are needed to accommodate parking, is not and should not be a near term opportunity for these areas. These areas need improved transit service before additional housing density can be accommodated and function well.

SCCCGJ Finding 1c

Density bonus programs are not being used aggressively enough to produce the needed BMR units within one-half mile of transit hubs.

Response: Morgan Hill disagrees partially with the finding. The market has significant impact on a community's ability to achieve density using a density bonus. Morgan Hill adopted a Downtown Specific Plan in 2009, actively placing the most- dense residential zoning in the City in Downtown adjacent to the Caltrain Station. It has been the goal of the City to attract additional housing to its Downtown to support transit as well as the city's Downtown core and businesses. Morgan Hill, with 1:8 housing units permanently restricted for affordable households, has a considerable number of those households located within ½ mile of the transit center. Using redevelopment as well as partnerships with the development community, hundreds of units have been achieved. The loss of redevelopment funding, and land assembly tools, has been a significant factor limiting density and the production of additional housing units, not aggressive use of density bonus programs. Market conditions have been such that developers have not been willing or eager to embrace greater densities in these locations, due in part to the fact that active transit does not exist from Downtown Morgan Hill. Caltrain service schedules three trains daily in the morning and three trains daily (M-F) in the evening only. There is no train service on weekends. Bus service is equally limited, with recent bus service cuts, and additional cuts to Rapid Bus Service contemplated. As a result, housing units require parking for auto dependent residents, and market wise, the private development community has been unwilling to test smaller, denser, units.

When requested, the City of Morgan Hill has honored all density bonus requests.

SCCCGJ Recommendation 1b

Cities should identify parcels within one-half mile of a transit hub that will help them meet their (LI) and moderate income BMR objectives in the current RHNA cycle, by the end of 2019.

Response: The recommendation has been implemented.

The City of Morgan Hill has already identified parcels within one-half mile of the transit hub. The list of potential housing sites is contained within the City's adopted 2016 Housing Element. The City's advanced planning staff consistently updates opportunity sites on a map, which resides on the City's website.

SCCCGJ Recommendation 1c

Cities should revise their density bonus ordinances to provide bonuses for LI and moderate-income BMR units that exceed the minimum bonuses required by State law for parcels within one-half mile of a transit hub, by the end of 2020.

Response: The recommendation requires further analysis. For the reasons stated in Finding 1c, the City of Morgan Hill may not be able to accommodate additional LI and moderate-income units without fully functioning transit, without creating major impacts to the form and function of local neighborhoods. The City Council will review the recommendation and make a determination as to the reasonableness of this action by January 1, 2019. Concerns exist about creating inadequate neighborhoods via density bonus, specifically providing parking concessions which force low income residents, who are often located miles from jobs, and completely auto dependent to live in sub-standard housing conditions, without adequate parking for their families. Due to very limited transit access, Morgan Hill residents are auto dependent to access not only their jobs, but also basic services and needs such as groceries, drug stores and physician services.

SCCCGJ Finding 2a

Employers in the County have created a vibrant economy resulting in an inflated housing market displacing many residents.

Response: The City of Morgan Hill agrees with this finding, however, encourages the Grand Jury to recognize that not all cities have benefit from this robust expansion. South County cities have been viewed by the market as housing centers, not as employment centers, thereby causing the private investment and enhanced tax and revenue base enjoyed by cities to the north, to elude south county cities. All cities in the County to do not experience the benefits of this development; rather without benefit, are experiencing the impacts, including greater commuting times.

SCCCGJ Finding 2b

Contributions to BMR housing from employers in the County are not mandated nor evenly shared.

Response: The City of Morgan Hill agrees, however, not all employers create the same impacts countywide. Just as not all employers such as distribution, assembly/production and advanced manufacturing can afford the higher cost of real estate, rent, and overhead as many other technology businesses in the county can. Many cities such as Morgan Hill have employment land yearning for investment. Employers better distributed into areas such as Morgan Hill, where their workforce live, could easily mitigate roadway and transportation network impacts. Indeed, they could also help stabilize and secure the long term fiscal health of all cities, not just a few fortunate. Part of the answer must be that employers/employment must be more evenly disbursed near housing.

SCCCGJ Recommendation 2a

The County should form a task force with the cities to establish housing impact fees for employers to subsidize BMR housing, by June 30, 2019.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable for several reasons. 1) Impact fee structures vary throughout the region. Because of this, a one size fits all approach to fee establishment can unduly impact communities differently. (For example,

Morgan Hill has fees for Habitat Conservation and Agricultural Mitigation which few or no other communities in the County share, which means a new fee, on top of inclusionary requirements would impact the cost of development differently. 2) The recommendation cannot be implemented for all cities county-wide because it is not reasonable to charge a fee on an industry which is absent or at the very least, not robust in the Morgan Hill development marketplace. These high tech, high employment, asset rich industries are clustered near the Peninsula epicenter, and distribute their impacts regionally, but not their benefits proportionately. Further fees and assessments would only act to further deter employment land development near existing workforce housing which the City so badly needs. Fees in other cities, may encourage employment disadvantaged cities to become more attractive locations for business, thereby placing jobs closer to the workforce in housing rich cities, mitigating clogged transportation infrastructure, and providing necessary fiscal support for all communities. In addition, it is not reasonable to assume that some non-tech type industries, which are vital to support the tech titans, can support said fees. Not all business is the same.

SCCCGJ Recommendation 2b

Every city in the County should enact housing impact fees for employers to create a fund that subsidizes BMR housing, by June 30, 2020.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable. See response to Recommendation 2a.

SCCCGJ Finding 3a

RHNA sub-regions formed by several San Francisco Bay Area counties enable their cities to develop promising means to meet their collective BMR requirements. Such sub-regions can serve as instructive examples for cities in the County.

Response: Agree. A sub-region may facilitate additional collaboration around meeting BMR requirements. The Cities Association of Santa Clara County has been actively evaluating formation of a county-wide sub-region and has asked all cities in the county to act to indicate their interest in the sub-region concept by September 28, 2018. Subsequently, the Cities Association Board will determine whether to move forward with a sub-region. If the Board votes in favor, then each city and the County would need to adopt a resolution to join the sub-region.

SCCCGJ Finding 3c

More BMR units could be developed if cities with lower housing costs form RHNA sub-regions with adjacent cities with higher housing costs.

Response: Disagree. All cities are required to produce housing at all income levels. High housing cost cities cannot trade away their BMR requirements in a sub-region or through other trades allowed by State law. Once again, not all cities are the same. High-cost v. low-cost cities bear little relationship to the need of the workforce to have housing provided at all income levels in all areas of the county. Additionally, some cities have made historical efforts to embrace housing at all affordability levels. Those cities should be recognized, not asked to do more. BMR development is not necessarily just a function of high cost v. low cost economics. It is often a function of land availability, zoning and policy.

SCCCGJ Finding 3d

High-cost/ low-cost RHNA sub-regions would be attractive to low-cost cities if they are compensated by high-cost cities for improving streets, schools, safety, public transportation and other services.

Response: Disagree. Morgan Hill does not believe that State RHNA legislation permits this concept of a low-cost city and high-cost city sub-region developed for the purpose of transference. In addition, a sub-region must include the County as a partner. To date sub-regions have been developed regionally, comprised of a larger region; most existing sub-regions are countywide.

To the extent that the low-cost city can meet its own RHNA need, and has produced additional units, all cities in a sub-region should be interested in giving some oversupply, to the extent produced, to other cities which could benefit, for something in return. Predicting oversupply/over production and shared housing development opportunities at the inception of RHNA cycle development, will be difficult as housing production also relies heavily on market forces. Crafting a system which relies on producing most or all affordable units in low-cost cities is troubling. This forces households living in low cost cities, which are generally further from employment centers, to be auto dependent, and to live in homogeneous low housing cost environments, lacking appropriate income diversity. Ignoring social equity issues, Morgan Hill does not believe that RHNA legislation permits this. Also, there are some natural constraints to providing affordable housing in cities located further from employment centers.

As public transit continues to dis-invest in certain low-cost communities, in order to service high employment centers, low cost communities are finding it difficult to identify sites which qualify for 9% federal tax credits, due to lack of transit access, making financing of affordable projects in these locations even more difficult. In addition, new and pending/proposed state changes to the Housing Accountability Act and RHNA (Land use and Housing Elements), AB 3194 and SB 828 respectively, are strengthening requirements which compel all communities, including “high cost” communities to address their fair share of housing at all income levels are pending in the legislature. Several of these initiatives suggest that “high cost” communities with an under representation of lower income units, should be required to produce even more deeply affordable housing than their low-cost peers.

SCCCGJ Recommendation 3a

Every city in the County should identify at least one potential RHNA sub-region they would be willing to help form and join, and report how the sub-region(s) will increase BMR housing, by the end of 2019.

Response: Disagree. State law only allows one sub-region per County. In addition, the total amount of BMR for the Regional Housing Needs Allocation will be determined by the Council of Governments (ABAG/MTC) for each County. The sub-region must use the totals as controls in the distribution amongst the participating cities and the County. The deadline to form subregions is not later than September 2020 and the control totals (draft allocation) will be provided no later than July 2021. Therefore, the amount of the new allocation (i.e. increase in BMR) is not available by the end of 2019. Please see response to Finding 3d.

Morgan Hill does believe there is value to creating a county-wide sub-region and will act upon that recommendation in response to a request of the Cities Association of Santa Clara County on Sept. 5, 2018. However, reporting upon how the countywide sub-region will increase BMR supply by the end of 2019 is unrealistic.

SCCCGJ Recommendation 3b

A RHNA sub-region should be formed including one or more “low-cost” cities with one or more “high-cost” city, by the end of 2021.

Response: Disagree. As mentioned in the response to Finding 3c, all cities are required to produce housing at all income levels. High housing cost cities cannot trade away their BMR requirements in a sub-region or through other trades allowed by state law. Morgan Hill does believe there is value to creating a countywide sub-region and will act upon that recommendation in response to a request of the Cities Association of Santa Clara County on September 5, 2018.

SCCCGJ Finding 5a

Uneven BMR achievements among cities is caused in part by varying inclusionary BMR unit percentage requirements.

Response: Agree. However, not all affordable housing has been produced using only inclusionary tools. The City of Morgan Hill has provided incentives for the construction of affordable units through its Residential Development Control System (RDCS) for 40 years, and as such, permanently restricted affordable rental and ownership units are distributed amongst 69 subdivisions throughout the City. In addition, significant Redevelopment housing investments were made outside of private development inclusionary statutes. Morgan Hill’s success producing affordable rental and ownership units has resulted in a ratio of 1 out of every 8 dwelling units in the City being restricted affordable units.

SCCCGJ Recommendation 5

Inclusionary BMR percentage requirements should be increased to at least 15% in Gilroy, Los Altos, Los Gatos, Milpitas, Morgan Hill, Palo Alto and Sunnyvale, by the end of 2019.

Response: The recommendation has been implemented. On July 18, 2018, the City of Morgan adopted a 15% Inclusionary Housing Ordinance. In addition, utilizing the City’s residential development growth system, the city set goals for an additional 5% affordable component of all housing development in the City. State HCD reserves the right to audit any city who has greater than a 15% inclusionary ordinance to determine whether or not higher inclusionary requirements are an impediment to housing production. Therefore, Morgan Hill chose the 15% inclusionary approach, using incentives to encourage additional production. Historically, the City has used its RDCS to create between 8 – 25% affordability. Inclusionary policies have the ability for create less than half of the required RHNA units required within the housing cycle.

NIMBY (Not in My Backyard) opposition adversely affects the supply of BMR housing units.

Response: Agree. NIMBY opposition can be mitigated by construction of well-designed, well seated projects which scale with adjacent neighborhoods, create great neighborhood spaces, and/or weave into the fabric of the community. Often it is about size of the project, the gross numbers of units etc., and parking impacts from inadequate parking standards which overwhelm neighborhoods, causing opposition. Morgan Hill has found success with smaller scaled projects, being evenly distributed throughout the City.

SCCCGJ Recommendation 7

A task force to communicate the value and importance of each city meeting its RHNA objective for BMR housing should be created and funded by the County and all 15 cities, by June 30, 2019.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable to ask the City to spend housing money countywide on an effort which it already engages in regularly.

The City of Morgan Hill regularly communicates the success of its model affordable housing program with the community; through website, special workshops, outreach to community organizations, and a long history of affordable housing production success. The County of Santa Clara \$900M affordable housing bond measure, well supported by voters in Morgan Hill, was planned to also fund a county-wide communication strategy regarding the needs and benefits of affordable housing. Morgan Hill believes that the bond measure should be used for that purpose, allowing cities to utilize precious affordable housing dollars to finance and streamline new construction and rehabilitation projects, as well as provide resources to impact homelessness.

SCCCGJ Finding 8

It is unnecessarily difficult to confirm how many BMR units are constructed in a particular year or RHNA cycle because cities and the County only report permitted units.

Response: Disagree. Morgan Hill is unsure what the issue is that is identified in this finding. Once building permits are issued, they begin construction. Morgan Hill has no history of issued permits for units which are then not constructed. All new ownership BMR units produced are sold through the City's first-time homebuyer program administered by Housekeys, our ownership housing administration partner. Their services include homebuyer education, qualification, marketing, lottery, resale. Services are advertised, and all eligible units listed available to qualified buyers on their website. All new BMR rentals are advertised by the management/ownership entity. The City maintains a list of all old and new BMR rentals, their managers, and contact information in its rental resource handbook available on the City and Housekeys website.

SCCCGJ Recommendation 8

All 15 cities and the County should annually publish the number of constructed BMR units, starting in April 2019.

Response: The recommendation has been implemented. The City of Morgan Hill maintains the status of all building permits and the status of projects awarded allocations through the Residential Development Control System (RDCS) on the City's website. Each year the City of Morgan Hill prepares a General Plan and Housing Element Annual Progress Report (APR), which documents the City's progress toward achieving its RHNA. This APR is submitted to the Governor's Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD) and posted on the City's General Plan page by April 1st each year.

This concludes the City of Morgan Hill's responses to specific findings and recommendations.

The Grand Jury report Required Responses Summary, page 30 of 45, requests Morgan Hill respond to Finding #6, however the narrative for Finding #6 which appears on page 27 of 45 does not indicate that this finding is applicable to Morgan Hill. Due to this confusion, Morgan Hill desires to clarify that the City does not offer in-lieu fees as an option, but primarily a way to pay for fractional obligations, not in-lieu of construction production

Additionally, Morgan Hill suggests that the Grand Jury report should be updated with the following important facts about the Morgan Hill housing program:

Page 6 of 45, paragraph four, states "...no city met its BMR objective in the prior cycle and only Gilroy is close to being on pace in the current 2015-2023 cycle." The City of Morgan Hill is on pace to meet its commitments. With pledged and/or planned affordable units as indicated in the graph below, the City of Morgan Hill is on pace to meet its objectives. At the very least the City has current projects in process which will meet or exceed all income categories but very low-income (VLI). Morgan Hill is optimistic that it will meet its objectives at all income levels with only 193 VLI units still currently needed in this housing cycle.

5th Cycle (2015 - 2023) Summary with Pledged Affordable Units

Morgan Hill	RHNA	Units Permitted	Units Pledged	Remaining / (Surplus)	% Complete
VLI	273	41	39	193	29.3%
LI	154	144	60	(50)	132.5%
Mod	185	84	357	(256)	238.4%
Above Mod	316	834	0	(518)	263.9%
TOTAL	928	1,103	456	(631)	168.0%

Pages 7 and 8 of 45 – After conferring with HCD at the close of the prior RHNA cycle, Morgan Hill made better progress than was previously reported during the cycle because the city under-reported BMR units.

To update the 2007 -14 report with the amended HCD accepted numbers, the following changes should be noted to “Table - Percent of 2007-2014 RHNA BMR Goal Met”. The City’s updated/accepted numbers indicate construction of 488 out of 812 BMR units = 60%, up from 30%. Also, updating “Table - Percent of 2007-2014 RHNA Above Market Goal Met”, the updated City constructed 1064/500 = 213%, slightly lower than previously reported 257%. Finally, for “Table – Percent of 2007-2014 RHNA Total Units Goal Met”, updated numbers are 1552/1312 = 118%, up from 116%. These updated tables are also contained in the City’s General Plan update, *Morgan Hill 2035*, available on the city website at <https://www.morgan-hill.ca.gov/DocumentCenter/View/23167/HCD-2017-APR-Santa-Clara-County>



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August 22, 2018

Peter L. Hertan, Foreperson
Santa Clara County Civil Grand Jury
Superior Court Building
191 North First Street
San Jose, CA 95113

Dear Mr. Hertan:

Thank you for your letter dated June 18, 2018, transmitting the Santa Clara County Civil Grand Jury's (SCCCGJ) final report entitled, "Affordable Housing Crisis *Density is our Destiny*" (Report).

In accordance with Section 933 and 933.05 of the California Penal Code, the following are the City of Morgan Hill's responses to the findings and recommendations contained in the June 21, 2018 Report.

As required by California Penal Code § 933.05 (a) the City of Morgan Hill has responded to each **finding** by indicating one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

As required by California Penal Code § 933.05 (b) the City of Morgan Hill has responded to each **recommendation** with one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

SCCCGJ Finding 1b

Mass Transit stations (Caltrain, VTA, BART) create opportunities for BMR units.

Response: Morgan Hill generally agrees in principle, however must disagree that all existing transit stations function as viable mass transit purveyors, and until they do, any auto dependent areas such as Blossom Hill Station, Morgan Hill, San Martin, and Gilroy are not able to serve mass transit clients without ample parking. As there are no alternatives to automobiles, and significant transit dis-investment continues in the southern regions of the County, building BMRs on transit properties which are needed to accommodate parking, is not and should not be a near term opportunity for these areas. These areas need improved transit service before additional housing density can be accommodated and function well.

SCCCGJ Finding 1c

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SCCCGJ Finding 2a

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SCCCGJ Recommendation 5

Inclusionary BMR percentage requirements should be increased to at least 15% in Gilroy, Los Altos, Los Gatos, Milpitas, Morgan Hill, Palo Alto and Sunnyvale, by the end of 2019.

Response: The recommendation has been implemented. On July 18, 2018, the City of Morgan adopted a 15% Inclusionary Housing Ordinance. In addition, utilizing the City’s residential development growth system, the city set goals for an additional 5% affordable component of all housing development in the City. State HCD reserves the right to audit any city who has greater than a 15% inclusionary ordinance to determine whether or not higher inclusionary requirements are an impediment to housing production. Therefore, Morgan Hill chose the 15% inclusionary approach, using incentives to encourage additional production. Historically, the City has used its RDCS to create between 8 – 25% affordability. Inclusionary policies have the ability for create less than half of the required RHNA units required within the housing cycle.

SCCCGJ Finding 7

NIMBY (Not in My Backyard) opposition adversely affects the supply of BMR housing units.

Response: Agree. NIMBY opposition can be mitigated by construction of well-designed, well seated projects which scale with adjacent neighborhoods, create great neighborhood spaces, and/or weave into the fabric of the community. Often it is about size of the project, the gross numbers of units etc., and parking impacts from inadequate parking standards which overwhelm neighborhoods, causing opposition. Morgan Hill has found success with smaller scaled projects, being evenly distributed throughout the City.

SCCCGJ Recommendation 7

A task force to communicate the value and importance of each city meeting its RHNA objective for BMR housing should be created and funded by the County and all 15 cities, by June 30, 2019.

Response: The recommendation will not be implemented because it is not warranted or is not reasonable to ask the City to spend housing money countywide on an effort which it already engages in regularly.

The City of Morgan Hill regularly communicates the success of its model affordable housing program with the community; through website, special workshops, outreach to community organizations, and a long history of affordable housing production success. The County of Santa Clara \$900M affordable housing bond measure, well supported by voters in Morgan Hill, was planned to also fund a county-wide communication strategy regarding the needs and benefits of affordable housing. Morgan Hill believes that the bond measure should be used for that purpose, allowing cities to utilize precious affordable housing dollars to finance and streamline new construction and rehabilitation projects, as well as provide resources to impact homelessness.

SCCCGJ Finding 8

It is unnecessarily difficult to confirm how many BMR units are constructed in a particular year or RHNA cycle because cities and the County only report permitted units.

Response: Disagree. Morgan Hill is unsure what the issue is that is identified in this finding. Once building permits are issued, they begin construction. Morgan Hill has no history of issued permits for units which are then not constructed. All new ownership BMR units produced are sold through the City's first-time homebuyer program administered by Housekeys, our ownership housing administration partner. Their services include homebuyer education, qualification, marketing, lottery, resale. Services are advertised, and all eligible units listed available to qualified buyers on their website. All new BMR rentals are advertised by the management/ownership entity. The City maintains a list of all old and new BMR rentals, their managers, and contact information in its rental resource handbook available on the City and Housekeys website.

SCCCGJ Recommendation 8

All 15 cities and the County should annually publish the number of constructed BMR units, starting in April 2019.

Response: The recommendation has been implemented. The City of Morgan Hill maintains the status of all building permits and the status of projects awarded allocations through the Residential Development Control System (RDCS) on the City's website. Each year the City of Morgan Hill prepares a General Plan and Housing Element Annual Progress Report (APR), which documents the City's progress toward achieving its RHNA. This APR is submitted to the Governor's Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD) and posted on the City's General Plan page by April 1st each year.

This concludes the City of Morgan Hill's responses to specific findings and recommendations.

The Grand Jury Report Required Responses Summary, page 30 of 45, requests Morgan Hill respond to Finding #6, however the narrative for Finding #6 which appears on page 27 of 45 does not indicate that this finding is applicable to Morgan Hill. Due to this confusion, Morgan Hill desires to clarify that the City does not offer in-lieu fees as an option, but primarily a way to pay for fractional obligations, not in-lieu of construction production

Additionally, Morgan Hill suggests that the Grand Jury report should be updated with the following important facts about the Morgan Hill housing program:

Page 6 of 45, paragraph four, states "...no city met its BMR objective in the prior cycle and only Gilroy is close to being on pace in the current 2015-2023 cycle." The City of Morgan Hill is on pace to meet its commitments. With pledged and/or planned affordable units as indicated in the graph below, the City of Morgan Hill is on pace to meet its objectives. At the very least the City has current projects in process which will meet or exceed all income categories but very low-income (VLI). Morgan Hill is optimistic that it will meet its objectives at all income levels with only 193 VLI units still currently needed in this housing cycle.

5th Cycle (2015 - 2023) Summary with Pledged Affordable Units

Morgan Hill	RHNA	Units Permitted	Units Pledged	Remaining / (Surplus)	% Complete
VLI	273	41	39	193	29.3%
LI	154	144	60	(50)	132.5%
Mod	185	84	357	(256)	238.4%
Above Mod	316	834	0	(518)	263.9%
TOTAL	928	1,103	456	(631)	168.0%

Pages 7 and 8 of 45 – After conferring with HCD at the close of the prior RHNA cycle, Morgan Hill made better progress than was previously reported during the cycle because the city under-reported BMR units.

To update the 2007-14 report with the amended HCD accepted numbers, the following changes should be noted to “Table - Percent of 2007-2014 RHNA BMR Goal Met”. The City’s updated/accepted numbers indicate construction of 488 out of 812 BMR units = 60%, up from 30%. Also, updating “Table - Percent of 2007-2014 RHNA Above Market Goal Met”, the updated City constructed 1064/500 = 213%, slightly lower than previously reported 257%. Finally, for “Table – Percent of 2007-2014 RHNA Total Units Goal Met”, updated numbers are 1552/1312 = 118%, up from 116%. These updated tables are also contained in the City’s General Plan update, *Morgan Hill 2035*, available on the city website at <https://www.morgan-hill.ca.gov/DocumentCenter/View/23167/HCD-2017-APR-Santa-Clara-County>



Appeal of Planning Commission's Decision on UP2017-0015- Automated Car Wash



Appeal of Automated Car Wash

Appeal of the Planning Commission Resolution 18-17 approving a Conditional Use Permit (CUP) to allow the operation of an automated car wash at Tennant Avenue and Caputo Drive.



- Appellant states that findings for CUP were not appropriately made by the Planning Commission

Recommendation



1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal
4. Reaffirm the decision of the Planning Commission to approve the project subject to Conditions of Approval.

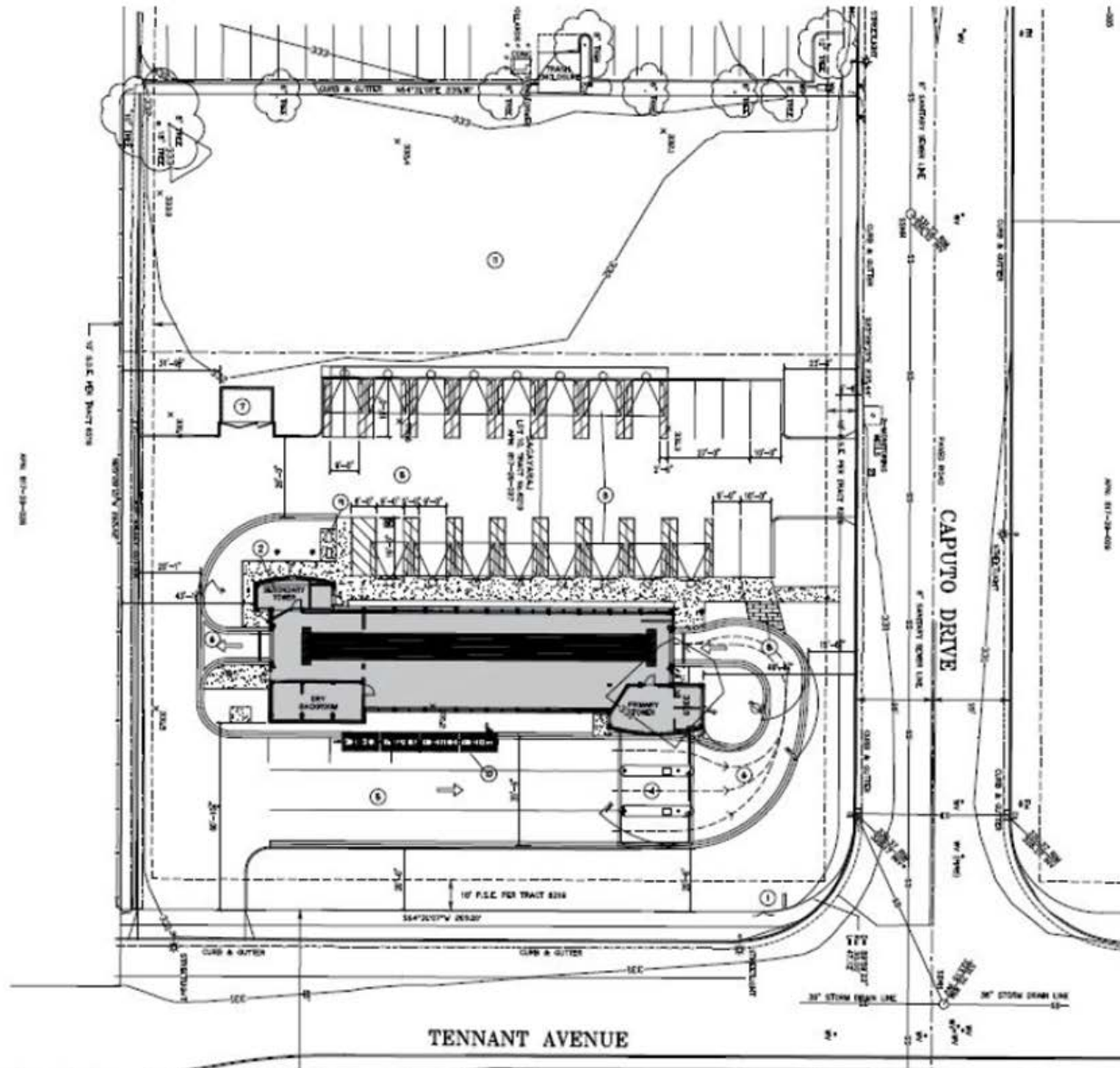
Policy Considerations

- Does the proposed project comply with the findings for a Conditional Use Permit?
- Will the project comply with General Plan Policy SSI-8.4 which requires that the interior noise levels in office buildings be maintained at 45 dB Leq (hourly average) or less?

Car Wash Proposal

- 5,370 square foot car wash building
- 895 square foot entry canopy
- 198 square foot trash enclosure
- Car wash tunnel
- 3 pay station lanes
- Operate 7:00 AM to 9:00 PM
- 4 employees
- Bio-degradable cleaning process

Original Site Layout Proposal



Development Standards

Standard (CO)	Requirement	Proposed	Consistent
Setbacks:			
Front	20 feet	49.5 feet	Yes
Rear	20 feet	43 feet	Yes
Side	10 feet	> 60 feet	Yes
Street Side	15 feet	> 60 feet	Yes
Height:	3 stories or 35 feet	One story, with two story tower element, 28 feet	Yes
Building Coverage:	Maximum 50%	15% (including canopy)	Yes
Parking:	5 spaces for the first 10,000 square feet of lot area and 1 space for each 3,000 square feet thereafter 16 spaces	6 general parking spaces 16 parking spaces equipped with vacuums	Yes

Planning Commission Hearing

April 24, 2018



- Alternative site layout requested
- Additional review of estimated project trips
- Review of circulation and cut-through traffic
- Review of Noise Analysis
- Repetitive car wash uses within Morgan Hill
- Impacts on future land uses
- Additional Landscaping

Planning Commission Hearing

June 26, 2018

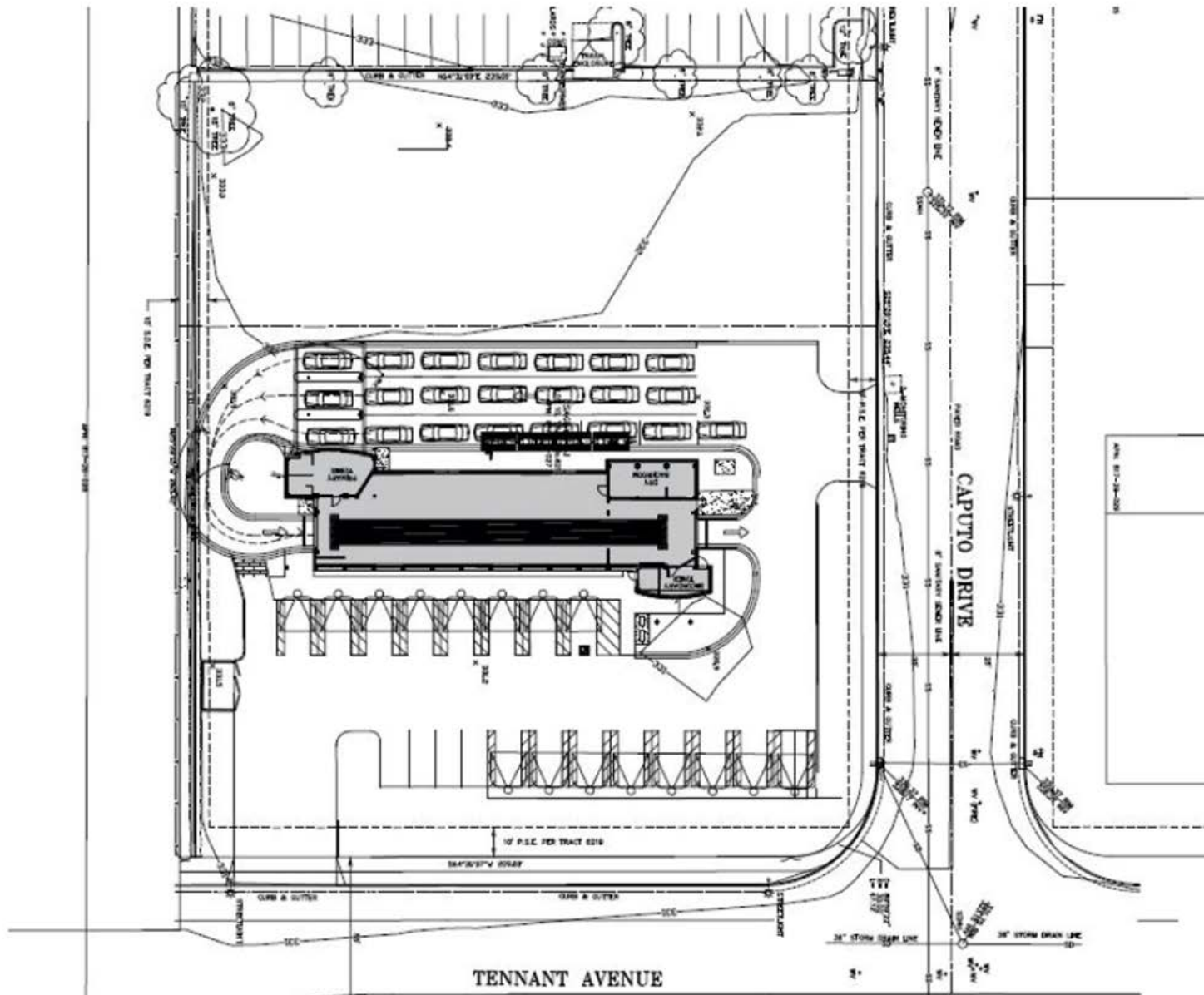


- Alternative Site Layout provided
- Supplemental Traffic Memo provided
- Additional Noise Analysis provided
- Car wash uses identified within Morgan Hill

Action

- Approved Alternative Site Layout
- Approved 4-3
- No votes concerned with cut-through traffic, noise, and potential impacts to property values

Alternative Site Layout



Conditions of Approval



Cut-through Traffic

The site development plans for consideration for an Architectural and Site Review Permit shall include a channelization island with right-turn only signage at the project driveway along Caputo Drive to restrict outbound vehicles to right-turn only.

Conditions of Approval

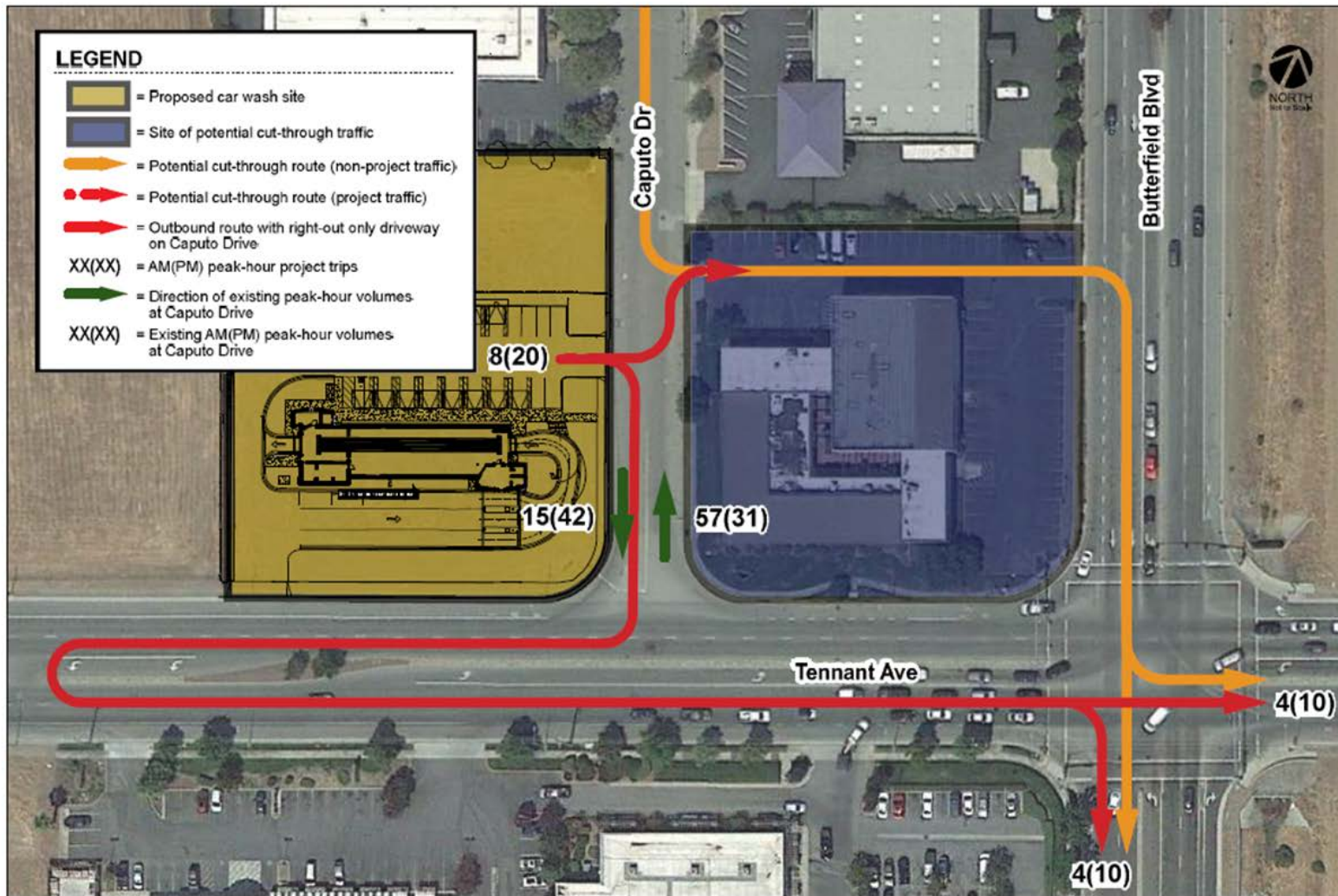


Figure 1
Proposed Car Wash Site Traffic Routes and Identified Cut-Through Route

Conditions of Approval



Noise

Prior to final inspection, the owner or designee shall provide the City's Planning Department with a supplemental acoustical report that demonstrates noise samples taken from the project operating at the worst-case scenario (the blower and all vacuums at the same time) complies with City noise standards of 70dBA (exterior) at the lot line and 45dbA (interior) at the receiver sites identified in the project's June 5, 2018 acoustical report.

Conditions of Approval



Site Layout

The Alternative Site Layout (Caputo Drive main entrance) shall be the development plan considered for Architectural and Site Review Permit review.

Conditional Use Permit Findings



1. The site is suitable and adequate for the proposed use

- Existing uses and zoning of undeveloped parcels considered
- Cut-through traffic and noise considered

Car wash use would not adversely affect adjacent uses with adoption of Conditions of Approval.

Conditional Use Permit Findings



2. **The proposed use and design would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system**
 - Site Specific Traffic and Circulation information considered
 - ITE Manual provided standard traffic information (best practice)
 - Cut-through traffic observed during peak hour

Based on traffic analysis and the addition of Conditions of Approval, car wash would not have a substantial adverse effect on traffic circulation.

Conditional Use Permit Findings



- 3. The proposed use at the location will not adversely affect the peace, health, safety, morals, or welfare of persons residing or working in the surrounding area or impair the utility or value of property of other persons located in vicinity of the site, or be detrimental to public health, safety, or general welfare**
- Site Specific Noise Analysis provided
 - Noise Analysis update provided
 - No additional noise impacts identified with updated report

Based on site specific noise analysis and the addition of Conditions of Approval, car wash would not adversely affect those in the surrounding area.

Conditional Use Permit Findings



4. The design of the project is compatible with existing and proposed development within the district and its surroundings

- Alternative Site Layout provided
- Alternative Site Layout addresses circulation issues
- Noise levels are reduced with Alternative Site Layout

The alternative site layout and the Conditions of Approval ensure that the design of the project is compatible with existing and proposed development within the district and its surroundings.

Recommendation



1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal
4. Reaffirm the decision of the Planning Commission to approve the project subject to Conditions of Approval.

Questions?



Cumulative Project Noise-Generation

Predicted Cumulative Project Noise-Generation
Zip Thru Express Car Wash at 16015 Caputo Drive – Morgan Hill, California

Receiver Location	Predicted Interior Hourly L_{eq} Noise Levels (dB)					
	Proposed Project Site Plan			Alternative Project Site Plan		
	Car Wash	Vacuums	Cumulative	Car Wash	Vacuums	Cumulative
1	23	43	43	24	35	35
2	23	40	40	28	34	34
3	33	43	43	38	43	43

Source: Bollard Acoustical Consultants, Inc. (2018)

Predicted Project Noise-Generation

Table 1 Predicted Car Wash Noise Levels – Proposed Site Plan Zip Thru Express Car Wash at 16015 Caputo Drive – Morgan Hill, California			
Receiver Location ¹	Distance (feet) ²	Predicted Hourly L _{eq} Noise Levels (dB) ^{3,4,5}	
		Exterior	Interior ⁶
1	225	38	23
2	230	38	23
3	130	48	33

Notes:

¹ Nearest noise sensitive receivers identified on Figure 1. Proposed project site plan shown on Figure 2.

² Distances were scaled from either the car wash entrance or exit, whichever was closer, to the office building facades.

³ Detailed manufacturer reference noise level data for the proposed car wash system is contained within Appendix C.

⁴ Dryer system was conservatively assumed to be in operation for a full continuous hour.

⁵ Offsets applied depending on receiver position relative to tunnel entrance or exit.

⁶ Interior noise levels calculated by assuming a building façade transmission loss of 15 dB.

Source: Bollard Acoustical Consultants, Inc. (2018)

Table 2 Predicted Car Wash Noise Levels – Alternative Site Plan Zip Thru Express Car Wash at 16015 Caputo Drive – Morgan Hill, California			
Receiver Location ¹	Distance (feet) ²	Predicted Hourly L _{eq} Noise Levels (dB) ^{3,4,5}	
		Exterior	Interior ⁶
1	200	39	24
2	220	43	28
3	130	53	38

Notes:

¹ Nearest noise sensitive receivers identified on Figure 1. Alternative project site plan shown on Figure 3.

² Distances were scaled from either the car wash entrance or exit, whichever was closer, to the office building facades.

³ Detailed manufacturer reference noise level data for the proposed car wash system is contained within Appendix C.

⁴ Dryer assembly was conservatively assumed to be in operation for a full continuous hour.

⁵ Offsets applied depending on receiver position relative to tunnel entrance or exit.

⁶ Interior noise levels calculated by assuming a building façade transmission loss of 15 dB.

Source: Bollard Acoustical Consultants, Inc. (2018)

Project Noise-Receiver Locations



Legend

-  Project Border (Approximate)
-  Noise-Sensitive Receivers (Offices)



Zip Thru Express Car Wash
Morgan Hill, California

Project Area

Traffic Volumes-Alternative Site Plan

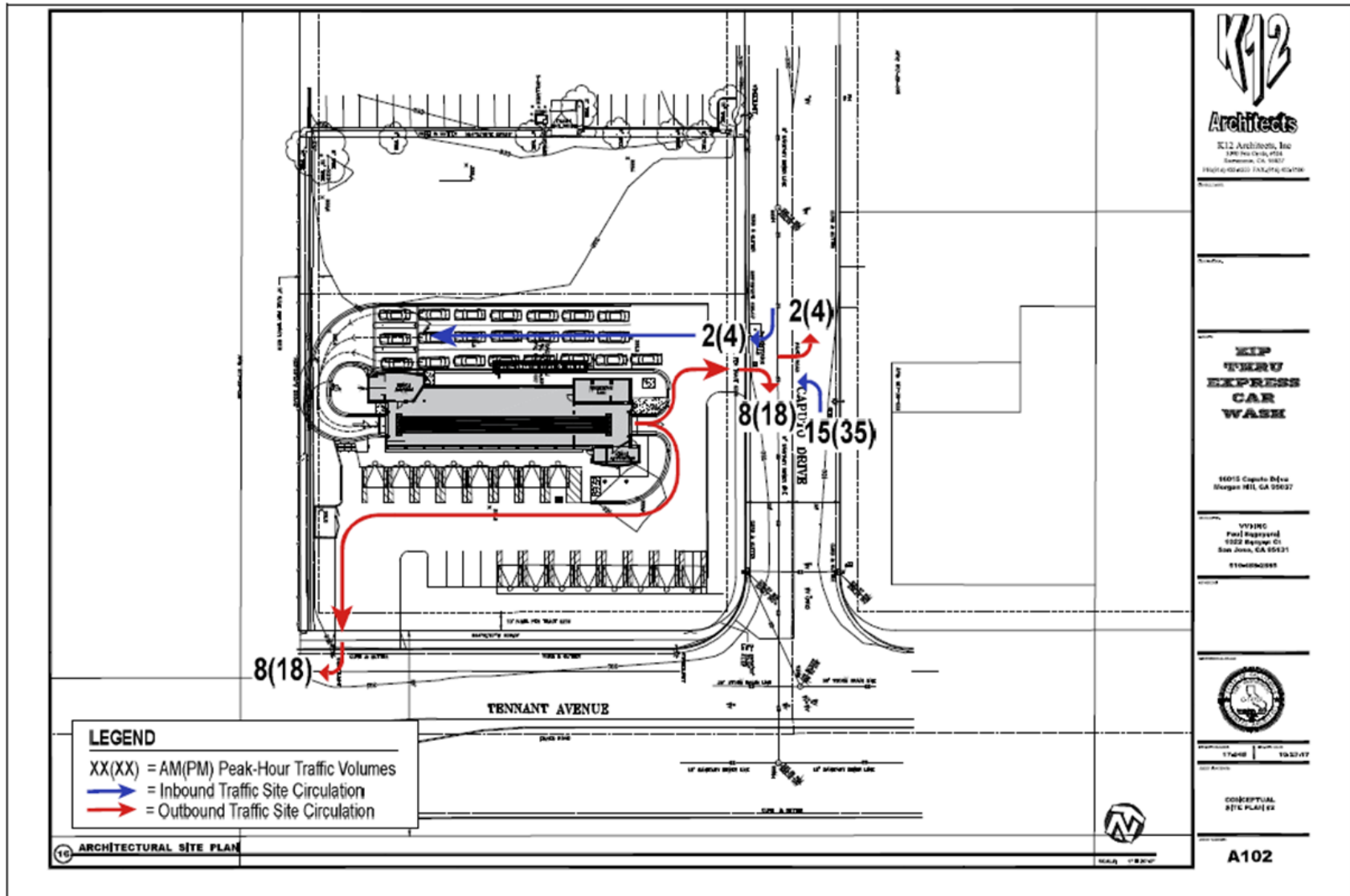


Figure 2
Alternative Site Plan

Item # 16

AGENDA DATE: 08/22/18
SUPPLEMENT # 1

From: Greg Blunden <gregblunden63@gmail.com>

Sent: Monday, August 20, 2018 10:00 AM

To: John Baty <John.Baty@morganhill.ca.gov>; Steve Tate <Steve.Tate@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Caitlin Jachimowicz <Caitlin.Jachimowicz@Morgan-Hill.ca.gov>

Subject: Appeal of UP2017-0015

Honorable Mayor and City Council Members:

Please find attached my Letter of Appeal and related documents concerning use permit UP2017-0015. I will appear before you on Wednesday August 22nd to verbally state my objections.

Regards,
Greg Blunden

Greg Blunden
605 Tennant Ave., Suite J
Morgan Hill CA, 95037

August 18, 2018

Delivered Via Email

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

Honorable Mayor and members of Morgan Hill City Council:

My name is Greg Blunden and I'm a long time business and property owner in the City of Morgan Hill. I own 10 developed parcels on Caputo Drive, APN's 817-29-018 thru 817-29-026 and 817-29-004. I'm writing to you in support of my appeal of a conditional use permit EA2017-0013.

Background-

The Applicant applied for a conditional use permit for the proposed project, a drive through automated car wash located on the corner of Tennant Ave and Caputo Drive, also known as APN 817-29-027. He was informed by the Planning Department that under current Administrative Office zoning, a conditional use permit would not be approved.

Applicant then petitioned the City Council on May 10, 2018 to amend the zoning to Service Commercial citing existing businesses much farther away ¹. The Applicant neglected to inform council that my 10 parcels, which are the closest to the proposed project and share a lot line, house 5 medical professionals and a special needs support business, an accountant, software developer and a drone research company. I was not informed that the parcel adjoining my 9 parcels was under consideration for re-zoning. The Zoning Amendment was subsequently approved.

The Applicant then applied for conditional use permit UP2017-0015. I was properly noticed and attended the hearing. At the meeting, I opposed the project on the following grounds ²:

1. The site was not suitable and appropriate for the proposed use.
2. The project would have a substantial adverse impact effect on traffic circulation.
3. The project would have an adverse affect on the peace and welfare of people working in the surrounding area.
4. The project would impair the value of property located in the vicinity of the site.

¹ Ruben, Junius & Rose LLP letter to City Council May 10, 2018

² Opposition Packet sent to Planning Commission

5. The project is a repetitive use within Morgan Hill.

Opposition

At the April 24th, 2018 meeting I pointed out that the Staff Report provided to the Planning Commission contained blatant errors, un-substantiated estimates as well as the use of generic industry data when more site and equipment specific data was readily available. The most glaring were the inability for the Staff Report to identify the actual number of existing car washes in the city. In the first meeting Staff identified 4 existing car washes within the city when in reality there are currently 9 car wash business³.

The Staff Report used a sound study of car wash blower driers⁴ that was much lower than the equipment specific data supplied from the franchisor⁵. During the applicant's June 26th, 2018 presentation he brought in an expert in car wash operations, Mr. Robert Madrid, to address the Planning Commission. He stated, "We understand these things can be quite loud."⁶ Yet inexplicably the Planning Commission rotated the orientation of the car wash so the exit blowers, the single loudest component of the car wash, are 140 feet closer and directly face the side of my building lined with single pane glass windows of the medical users, which increases the interior noise level by 8 decibels⁷. In fact the exact equipment to be used in the proposed car wash generates 102 decibels of sound at the exit to the tunnel. From the lot line of the proposed location to those windows is a mere 75 feet. As a point of reference, sound pressure levels in excess of 80 decibels are rated as potentially damaging. The Staff Report admittedly then used the *estimated* numbers not the actual numbers of what the sound would be inside the walls of our building⁸. These *estimates* did not account for the fact that 40% of the wall area facing the blowers is single pane glass.

The expert stated that building a sound wall can attenuate sound but the planning commission dismissed that idea as impractical. It is inexplicable to me that the Staff Report relied on standard numbers when the franchisor manufacturer supplies an exact noise study. This coupled with the fact that the Staff acknowledged that no adjustment was made for the majority of the wall facing the blowers was glass is just one reason the decision must be reversed. What reasonable person could conclude that a jet blower producing 102 decibels would not adversely affect the peace or welfare of persons residing or working just 75 feet from an office window.

The Staff Report to the Planning commission also relied on the Bollard Report for sound impact from the vacuum stations⁹. Again, the report used generic sound data for car wash vacuum systems, which substantially misstated the actual quantities and studies

³ Staff Report to Planning Commission April 24, 2018

⁴ Staff Report to Planning Commission June 26 2018: Bollard Acoustical Consultants Inc., report, (Staff Report Packet, Page 44)

⁵ UP2017-0015 Opposition Morgan Hill Planning Commission, Exhibit 4 Noise Study

⁶ Video of June 26, 2018 Planning Commission Meeting

⁷ Photo of West Facing Side of 16000 Caputo Drive

⁸ Video of June 26, 2018 Planning Commission Meeting

⁹ Staff Report to Planning Commission June 26 2018: Bollard Acoustical Consultants Inc., report, (Staff Report Packet, Page 46)

provided from the equipment supplied by the franchisor¹⁰. The project will have 16 vacuum stations not 10 as referenced in the Staff Report acoustical study. The Tommy Wash Report stated,” Using the 6dBA reduction for every doubling of distance, it would be expected that the sound pressure level at 100 feet from the vacuums would be 74 dba.” This is in addition to the sound from the jet drier.

The Staff Report also downplayed the cut through traffic problem. The issue is the fact that traffic on the southern portion of Caputo Drive uses our parking lot as a cut through to avoid having to make a right hand turn from Caputo onto Tennant Avenue and then make a unprotected u-turn on Tennant Avenue to access Highway 101¹¹. When the Butterfield extension was installed the entrance/exit from our parcel onto Tennant was eliminated and we were forced to have an entrance/exit on Butterfield.

The cut through traffic became a major issue when the median was put in on Tennant Avenue, thereby forcing traffic on southbound Caputo Drive into making a right hand turn onto Tennant Avenue. Now anyone who wants to access US 101 has to both make a right turn onto Tennant, and then navigate across all lanes of traffic in a distance of less than 150’ to make the u-turn on Tennant Avenue. Or, they can drive through our parking lot and access the left turn lane on Butterfield. At rush hour this happens frequently. Since the installation of the median on Tennant Avenue, there have been over 2-dozen traffic incidents in our parking lot involving cut through traffic. People exiting the car wash who want to access US 101 will exacerbate this cut through.

If you look at the approved alternative site plan, people exiting the car wash onto Tennant Avenue will have less than 25 feet to cross all lanes of traffic to make the unprotected u-turn onto Tennant Avenue creating a very dangerous situation¹². The Staff conducted a “survey”; this “survey” consisted of one person observing traffic for a single hour on a Thursday afternoon. This is hardly a representation of what happens during peak hour traffic and is in no way indicative of traffic patterns when the exit to the car wash almost points the cars directly at the cut through. It was apparent that some of the Commissioners did not fully understand the issue created with the alternative site plan. For instance Commissioner Tanda in his closing statement kept referring to the u-turn at Tennant Avenue and Butterfield, which is a protected u-turn at a stoplight. A vastly different situation than an unprotected u-turn where motorists will be forced to navigate perpendicular across 2 lanes of traffic flow to enter the very short turn lane. ***Please look at the Staff Report to Planning Commission, June 26th 2018, pages 37, 41 & 43. No reasonable person, exiting the car wash and wanting to access US 101 will subject themselves to that potentially dangerous situation of crossing all lanes of traffic to make a u-turn versus using our parking lot as a cut through.***

¹⁰ UP2017-0015 Opposition Morgan Hill Planning Commission, Exhibit 5 Noise Study for Semi Central Vacuums

¹¹ Photo of cut through 16000 Caputo Drive

¹² Photo of Tennant Ave. Turn lane in relation to car wash exit onto Tennant Ave

It is my belief that the site is not appropriate for the proposed use. The applicant relied on the justification that other buildings located much farther away were zoned Commercial Services, yet my parcels which are the closest and most affected were not given proper consideration. The applicant's expert Mr. Robert Madrid specifically stated, "Car washes are generally a destination facility. They are next to a dry cleaners, next to a grocery store."¹³ The proposed parcel clearly does not meet the applicant expert's criteria. There are many parcels in the city that are a more appropriate location. The car wash does not fit into the surrounding buildings. Caputo Drive is an administrative and light industrial business park.

This project negatively impacts the utility of persons (tenants) in the vicinity of the site as well as being incompatible within the existing surroundings. I have spent considerable time and money cultivating professional and medical use in my buildings at 16000 Caputo Drive and 16035 Caputo Drive. My most recent tenant is a speech therapist. Her space is on the second floor of the west side of the building facing the exit to the car wash with its jet blower and vacuum stations. One of the features of the space that she leased was that the windows could open. Being a second floor space it is subject to more heat as hot air rises and it is not insulated from the sun by a higher floor above. So being able to open the windows allowing the breeze and fresh air was a plus during the afternoon hours. It will be impossible to conduct sessions with the windows open with the noise of the blowers.¹⁴ When my building was built it met all codes. Now by changing the adjacent zoning and permitting a car wash, this clearly affects the utility of her space. And therefore the Conditional use permit must be denied.

On the ground floor on the west side of the building is Austin Jones a Chiropractor and next to him is Tom Giles, Morgan Hill Physical Therapy. All with full length single pane glass windows directly facing the car wash exit¹⁵. The constant noise will be disruptive. The Planning Department Staff conceded that they did not take into account the effect of the glass panes would have in mitigating the blower's sound. They only used data related to actual building's walls. Imagine yourself at a medical office receiving treatment, recovering from an injury while listening to the drone of a jet blower and the whine of 16 vacuum stations. This is a time and place that people are not feeling well and are looking for a respite in their healing process. High decibel noise is not conducive to medical treatments. What reasonable person could conclude that the proposed use at this location is not detrimental to the general welfare of the surrounding persons?

This project negatively impacts the value of my property. Consider, if you are a medical professional, a lawyer or an accountant, if you could choose between an office spaces on Technology Drive or Concord Circle with like kind offices and businesses surrounding you or a loud car wash which would you choose? It is a fact that we will be a second choice for prospective tenants because a non-conforming use is in the middle of

¹³ Video of June 26, 2018 Planning Commission Meeting

¹⁴ Photo of Second Floor Windows 16000 Caputo Drive

¹⁵ Photo of West Facing Side of 16000 Caputo Drive

our properties. Our rents will be negatively impacted which also lowers the value of our buildings. This one issue alone is enough to deny the Conditional Use Permit.

It is my understanding that the Planning Commission must make its findings based on four criteria set out in the filing requirements, if any one of the those criteria are not met, the application must be denied.

1. Is site is suitable and adequate for the proposed use.
2. The proposed use and design would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.
3. The proposed use at the location will not adversely affect the peace, health, safety, morals, or welfare of persons residing or working in the surrounding area or impair the utility or value of property of other persons located in vicinity of the site, or be detrimental to public health, safety or general welfare.
4. The design of the project is compatible with existing and proposed development within the district and its surroundings.

These criteria were not adequately addressed and considered by the entire Planning Commission during the meeting. Only three of the Planning Commissioners went on record with their findings of the criteria, Liam Downey, Yvonne Martinez Beltran and Mohammad Habib.

Chairman John McKay made the most egregious error. He stated that he was specifically basing his approval on the staff's recommendation. He stated that, "My job is to work on land use. I'm not here to make all kinds of other evaluations that are subjective."¹⁶ This is blatant shirking of his responsibility, as he was aware that the Staff Report contained factual errors and relied on suspect information and his specific job is to subjectively evaluate the four criteria as to whether they meet the bar for approval of a Conditional Use Permit, which he did not do.

Planning Commissioner Tanda ¹⁷ repeatedly asked if there was any other location in Morgan Hill that would not require a Conditional Use Permit and was admonished by the Staff Attorney that was an improper question and should not be considered. Another Planning Commission member answered him. He then partially based his decision on the fact that since a drive through business would always need a Conditional Use Permit this site would be as good as any.

As the current owner of the 10 adjacent parcels to the project, my expectation was

¹⁶ Video of June 26, 2018 Planning Commission Meeting

¹⁷ Video of June 26, 2018 Planning Commission Meeting

that the Planning Commission would do its job and evaluate the project solely on the criteria with a keen eye on how it affects neighboring properties. This clearly was not done. No reasonable person can justify that every one of those four criteria are met without question. If an error is to be made, it should be on the side of caution in protecting the existing property owners rather than a proposed new developer. Commissioner Tanda miss-characterized my statement, by misquoting me, "That once you make the determination to put that car wash in it will be permanent, you'll never get it out. Which tells me he intuitively knows it will succeed in this location." Commissioner Tanda used that to justify his vote, neglecting to address how the project met all four of the Conditional Use Permit criteria.

In reality the point that I was making was that when I made my decision to purchase the buildings, I evaluated the location, zoning and suitability of the property. I also relied on city government to be a steward in insuring that the development of the vacant parcel would conform to the neighboring business and at minimum not de-value my property. The car wash investor has the freedom to choose from a plethora of available lots. Once he builds, other investors can look at the adjacent lot and decide if they want to invest in a building next to a car wash. Unfortunately, with this decision, that choice is not afforded to me. Once the decision is made, you can't un-ring the bell. The more trips to the car wash, while beneficial to its owner is detrimental to my tenants and building.

My concern is that what happens here, is the same situation that is currently playing out in San Luis Obispo. **Please read the attached news article.** The City Council approved a car wash adjacent to homes based on generic noise studies and the assurance that the noise would be within acceptable levels. It wasn't. After numerous complaints the homeowners had to pay for a sound engineer to document the excessive sound levels and present them to the city. The city of San Luis Obispo has fined the car wash but the noise is still too high and the property owners are suffering¹⁸. I don't want to have to be forced into the same situation when any reasonable person should see that this is not an appropriate location. A car wash does not fit into the surrounding administrative office and light industrial buildings.

Lastly an issue, which was overlooked by the Planning Commission, is parking. The plan only provides four parking spaces and as per Mr. Robert Madrid there will be 12-15 full time employees¹⁹. In addition the applicant has stated that they sell ancillary retail products that customers will come in to buy. Where will these employees and customers park? It appears that the project does not meet the parking ratio guidelines that I have been subjected to. When my parking spaces at 16000 Caputo were taken to put in the Butterfield extension driveway, I was not allowed to build out the complete second floor of my building due to inadequate parking ratio. Please hold all business to the same parking standards I have been held to.

Commissioner Muller, who voted yes, went on record to disclose that he met with the

¹⁸ <https://www.sanluisobispo.com/opinion/letters-to-the-editor/article209057084.html>

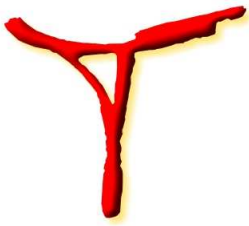
¹⁹ Video of June 26, 2018 Planning Commission Meeting

applicant about the project but did not elaborate what was discussed. I would like to know the content and character of that conversation.

Because of the erroneous and incomplete information in the Staff Report, the Commission was not able to properly evaluate the four criteria. Along with the Chairman who refused to evaluate the criteria because he considered it subjective and maintained that his charge was solely "land use" issues. I believe a review of the information provided will make it clear that at least one, if not all of the four criteria are not met as required for a Conditional Use Permit.

Respectfully Submitted,

Greg Blunden
Greg Blunden



Blower System Noise Study

Abstract: In this document you will find the results from a noise test performed at Tommy's Express car wash in Grand Rapids, Michigan. This car wash is located on a 5 lane major road crossing the city of Grand Rapids. This is a 12 producer system at 15 h.p. each, configured as a standard Tommy blower configuration. This blower system incorporates the stainless steel impeller housing, the producers using the plastic housing may produce less noise.



Noise Levels

Both the amount of noise and the length of time you are exposed to the noise determine its ability to damage your hearing. Noise levels are measured in decibels (dB). The higher the decibel level, the louder the noise. Sounds louder than 80 decibels are considered potentially hazardous. The noise chart below gives an idea of average decibel levels for everyday sounds around you.

Very Loud

150 dB = rock music peak

140 dB = firearms, air raid siren, jet engine

130 dB = jackhammer

120 dB = jet plane take-off, amplified rock music at 4-6 ft., car stereo, band practice

Louder

110 dB = rock music, model airplane

106 dB = timpani and bass drum rolls

100 dB = snowmobile, chain saw, pneumatic drill

90 dB = lawnmower, shop tools, truck traffic, subway

Loud

80 dB = alarm clock, busy street

70 dB = busy traffic, vacuum cleaner

60 dB = conversation, dishwasher

Moderate

50 dB = moderate rainfall

40 dB = quiet room

Faint

30 dB = whisper, quiet library

Decibel readings from Tommy Blower System

O In this case the last blower is approximately 10' from the exit door of the car wash. These readings start at the nozzle of the blower (0') then proceed in increments to the exit of the wash and then outside of the wash.

▪ At the nozzle	104 dB
▪ 5'	103 dB
▪ 10'	102 dB
▪ At the exit door	102 dB
▪ 5' out the door	101 dB
▪ 10' out the door	97 dB
▪ 15' out the door	94 dB
▪ 20' out the door	93 dB
▪ 25' out the door	92 dB
▪ 35' out the door	90 dB
▪ 45' out the door	87 dB
▪ 55' out the door	66 dB

O While taking these readings from the car wash we noticed at 40' from the exit door the amount of road noise was equal to the amount of noise produced from the car wash. Below is a drawing of this particular site with reading points as listed above.



40' - Road noise equal to noise
produced by car wash



O As another comparison to noise levels, below are the sound level readings traveling down the highway in a car at 75 mph. These levels were taken from 2004 Malibu.

- o 104 dB with the windows down
- o 93 dB with the windows up.

Overview

- o After looking at this study we find that sound readings alone are not enough to determine what “loud” really is unless you have other common sound level to compare them to. Sound levels produced from a car wash have been generalized as “loud” but in reality these levels are not any louder than most everyday common noise.

Semi-Central Vacuum Noise Study

8.1.16

Abstract: In the following document you will find sound pressure measurements resulting from the operation of Tommy Car Wash Systems' Semi-Central Vacuum systems at Tommy's Express Car Wash in Grandville, Michigan. While the vacuums are in use they generate air noise which results in high frequency content. In addition to the high frequency content of the vacuum, the pole-mounted motors that power the vacuums also produce noise.



Noise Levels: Both the amount of noise and the length of exposure determine the possibility of hearing damage to those nearby. Noise levels are measured in decibels (dB). The higher the decibel level, the louder the noise. Sound louder than 80 decibels is considered potentially hazardous. The noise chart below gives an idea of average decibel levels for everyday sounds.

Very Loud	120 dB	Jackhammer
	110 dB	Rock music
	100 dB	Subway train
Potentially Damaging	90 dB	Bass drum
	80 dB	Loud Radio
	70 dB	Hairdryer
Moderate	60 dB	Conversation
	50 dB	Heavy Rain
	40 dB	Moderate Snoring
Faint	30 dB	Quiet Office

Results:

Date / Time	Average Temp	Relative Humidity	Wind Direction	Average Wind Speed	Source
8.1.2018, 9 AM	72 Degrees F	68%	ENE	3.9 MPH	Weather Underground

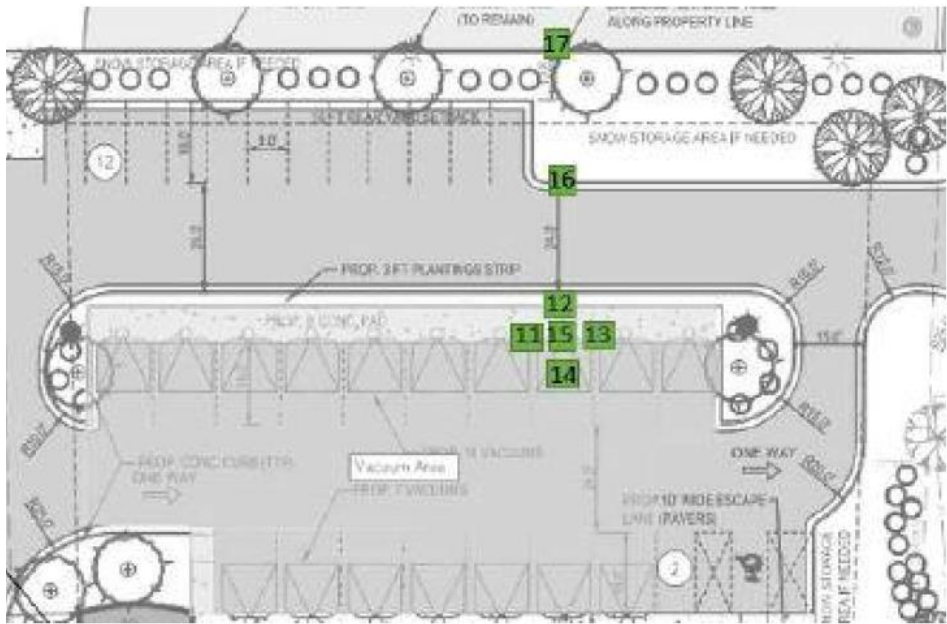


Figure 1 - Measurement Locations

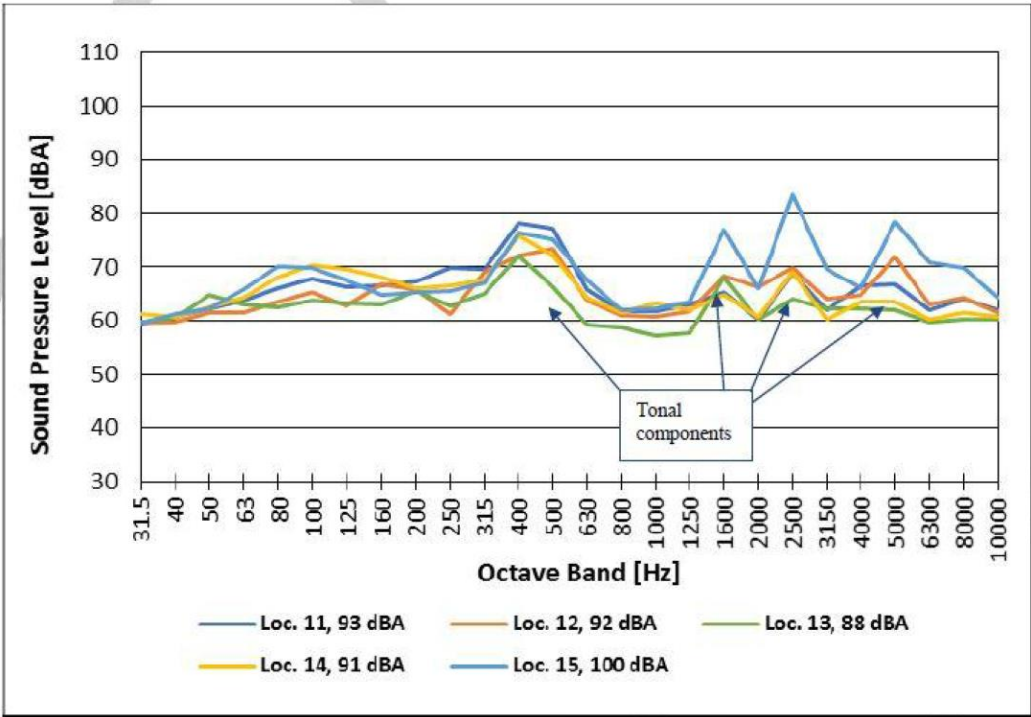


Figure 2 - Octave Bands at Each Side of Motor

Conclusion: Figure 2, above, illustrates the frequency content of the vacuums at increasing distances, highlighting how the vacuum sound propagates away from the car wash.

The average ambient noise level has also been included to compare to the running vacuums. As the results demonstrate, there is an increase in sound pressure (particularly above 1600 Hz) when comparing vacuum noise to ambient sound levels. This further reveals the high frequency contributions of the vacuums and their associated motors.

Using the 6dBA reduction for every doubling of distance, it would be expected that the sound pressure level at 100 feet from the vacuums would be 74 dBA. Similarly, if the property line were to be 200 feet from the vacuums, the expected sound level would be 68 dBA.



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Morgan Hill Physical Therapy

SLO neighbors say this car wash is too loud, and they want the city to do something

By Nick Wilson

nwilson@thetribunenews.com

March 26, 2018 12:08 PM

Updated March 26, 2018 01:43 PM

The noise coming from a San Luis Obispo car wash has neighbors bothered and restless, and they want the city to help reduce the disturbance.

Quiky Car Wash at 2959 Broad St. — owned and operated by the real estate company Westpac — is situated near Rockview Place residences where about 50 people say they are disturbed routinely by the noise of blowers and vacuums.

Quiky's general manager, however, says it's in compliance with city-permitted levels, citing a noise test conducted by a hired consultant.

The car wash operators also say they're willing to work with neighbors to offer landscaping buffers to help cut down the noise.

The machines face the residences to the back and the side of the business. The car wash operates from 7 a.m. to 7 p.m. in the summer and 7 a.m. to 6 p.m. in the winter, according to general manager John Singh.

Neighbors are asking for a 9 a.m. to 5 p.m. schedule, among other changes.

"The machinery does not stop," said Jermaine Washington, president of the Broad Rockview Place Homeowners Association. "It's on a constant cycle, operating almost 12 hours a day, with cars coming in and out. The noise is excessive and in violation of city standards."

Sara Mikkelsen, a resident of the nearby Rockview Court Homeowners Association, said that she has opted against making any improvements to her home's outdoor patio space because it's too noisy to enjoy. She also keeps her windows shut.

"My issues with the car wash are the noise and the drop in my property value since it opened (in 2010)," Mikkelsen said. "It's considerable. Nobody wants to live behind that."

The car wash has a pending noise violation cited by the city, its third in the past six years. The business also was cited last year for use of non-permitted equipment, which was then removed and replaced with a new drying system, according to city records.

Past violations were resolved after the business provided noise tests showing it was in compliance.

However, city officials recently conducted noise testing that showed the business exceeded the permitted 60 decibels at the bordering residential property line, said Community Development Director Michael Codron.

"We did our own tests and found a violation with our own equipment that is relatively basic," Codron said. "The business went and had a professional study done, and the owner showed they're in compliance."

The car wash's tests showed decibel ranges between 55 and 57, Singh said.

The business uses a 30-horsepower motor that blows air to dry cars, and Quiky recently added a motor silencer package, Singh said.

"We actually took care of that issue over the past few weeks," Singh said. "We replaced the unit that was making the noise."

The city's next steps are to try to seek compromise between the business and neighbors about how to resolve the noise issues, possibly through mitigation improvements by the owner.

And the city also will review the property's use permit conditions to see if adjustments are needed. That could include reducing the hours of operation or other measures.

Singh said the business is willing to plant shrubs or other landscaping to help block sound "as quickly as we can get it done."

But Singh added that reduced hours of operation aren't on the table, contending that people need later or earlier hours to wash their cars around their work schedule.

Washington believes the best remedy will be converting the business to a manual drying operation; the city's process has been frustrating because past administrative citations haven't solved the problem.

"Our bedroom is upstairs, and we hear the sounds every day," Washington said. "The business wasn't designed well. It should have been facing Broad Street, not the homes.. But here we are now, and the best solution is for it to be manual."

The Planning Commission also is expected to address the issue, but a hearing date has yet to be set.

Nick Wilson: 805-781-7922, @NickWilsonTrib

Read more here:

<https://www.sanluisobispo.com/news/local/article206564359.html#storylink=cpy>

June 25, 2018

Greg Blunden
605 Tennant Ave., Suite J
Morgan Hill CA, 95037

Morgan Hill Planning Commission:

My name is Greg Blunden and I'm submitting my concerns with the proposed project EA2017-0013 and rebuttal to the statements that were made by the Mr Huang in regards to application UP2017-0015.

I have read and reviewed the staff report and consultants estimates. There are numerous discrepancies and misstatements of information that were relied upon by the consultants and staff that must be corrected to for the commission make an accurate, thoughtful and well considered conclusion.

I have four issues that specifically affect my property's value and one general environmental issue that I will outline in the following paragraphs.

Surrounding Property Value Impact- Issue #1.

I own 10 adjacent properties to the proposed development, APN's 817-29-018 thru 817-29-026 and 81729004. My properties are the most directly impacted by the proposed development. The area on Caputo drive is comprised mainly of light industrial office buildings. My building at 16000 Caputo Drive is located directly across the street from the proposed development. We have spent tremendous time, effort and money to cultivate professional and medical uses in that building, We currently have a family therapist, chiropractor, physical therapist, massage therapist and a special needs facilitator as tenants. A drive through car wash does not fit in the character and nature of the surrounding buildings. The Tennant/Caputo intersection is the gateway to the Caputo business park area and would be negatively impacted with a car wash at that corner in terms of aesthetics, traffic and noise. As planning commission members it is your responsibility to assess the impact on surrounding property values and reject proposals of projects that are outside of the zoning requirements which negatively impact those values, which this project clearly does.

Surrounding Property Value Impact.-Issue #2 "Circulation and Cut-through Traffic"

At the last planning commission hearing, I brought up the fact that traffic uses our parking lot as a cut through to avoid having to make a right hand turn from Caputo onto Tennant Avenue and then make a u-turn on Tennant to access Highway 101. Both of the original and alternative proposed site layouts do not address this issue. Monitoring pass through traffic for a single hour on April 26th, 2018 is hardly adequate to make a

determination that my property would not be negatively impacted. (Hexagon Traffic Consultants, Staff Report Packet, page 36)

The first discrepancy from the report is on Page 18 “ESTIMATED PROJECT TRIPS” The report states, *“According to the applicant’s provided information, the car wash tunnel can accommodate approximately 12 cars per hour.”* This is a gross understatement by the applicant that is directly contradicted by the car wash company’s own documentation. According to the attached document the numbers of car washes per hour is 1 car per belt foot per hour for a minimum of 70 to 140 cars per hour. (EXHIBIT #1)

If the car wash tunnel can only accommodate 12 cars per hour why is it necessary to have three lanes that can stack up to 8 cars in each lane at a time?

The estimate of 12 cars per hours is a gross understatement of cars being washed per day. I owned a chain of car washes for 18 years I’m very familiar with the car wash business. I also work as a consultant in valuing businesses. Based on my experience and the data supplied by Tommy Wash, the cost to open a Tommy Wash car wash is between \$3-5 Million excluding land cost (**Exhibit #2**). In an article written by the president of Tommy Wash, Ryan Essenburg, he details the total variable cost of a car wash at \$4.23 (**Exhibit #3**). He doesn’t specify the cost for property tax or mortgage because of regional variables but by extrapolation you can see that 200 cars per day does not meet operating costs on a \$1.1 million land purchase and \$3-5 million construction cost. While it is not within your purview to approve or deny an application based on the finances of the project, I point this out along with the other misstatements and discrepancies for you to come to your own conclusion of what is the **actual** traffic count to be expected?

With such a gross underestimate of the “ESTIMATED PROJECT TRIPS” coupled with the inadequate assessment sample of the cut through traffic, a finding that the proposed project does not negatively impact my adjacent property can not properly be made by the commission.

Surrounding Property Value Impact.- Issue #3 “Noise Analysis”

The next discrepancy is the noise issue, raised by me at the last hearing. In the Bollard Acoustical Consultants Inc., report, (Staff Report Packet, Page 44) they reference a document listing the noise level at 10’ from the exit door at 75db. In the information provided to me last week by Tommy Wash the noise level, at the same distance, is listed at 97db (**Exhibit #4**). This is a substantial difference.

A secondary source of noise is the 16 vacuum stations. In the Bollard report they stated that because the vacuum turbine was to be located in an equipment room “no further analysis would be warranted for the vacuum turbine producer.” They further stated that, *“Reference noise level data provided by the equipment manufacturer for the vacuum system proposed for the project indicate that 10 vacuum hoses off of their respective nozzle hangers generates a noise level of 66 dB at 55 feet.”* (Staff Report Packet, Page

53) This is in direct conflict with the Franchisor's study of Semi Central Vacuum Noise Study, which states that at 100 feet the noise level would be 74db. (**Exhibit #5**). The applicant's proposed business is a franchise of Tommy Wash. Franchisee's do not have the option to install equipment other than which is supplied by the franchisor Tommy Wash. It is disingenuous to supply information from manufactures that show lower noise levels with fewer stations and will not be installed as part of a Tommy Wash franchise.

Keep in mind no actual measurements have been taken by Bollard. If the actual noise is what is listed in the survey Tommy Wash provided to me, which there is no logical reason to doubt, and you approve the application, it will be too late to do anything about it. Imagine having a lawn mower constantly operating outside of your office window everyday for the rest of your life.

Surrounding Property Value Impact.- Issue #4 "Repetitive Car Wash Uses within City".

The Staff report does not accurately list all of the car washes within the city (Staff Report Packet, Page 21). It omitted the car wash at the Union 76 Station located at 1107 Cochrane Rd. How can you rely on **ANY** of the information contained in the report when a basic data point such as the number of car washes is incorrect?

The addition of the proposed project would bring the narrow definition of car washes to 8 in a city with a 2016 population count of 44,155. In reality there are currently 9 options in Morgan Hill to get your car washed if you include higher end washes such as Xtreme Kustom Detail located at 16840 Joleen Way and California Detail Center located at Candy Park Center, 16375 Monterey St #A1. Morgan Hill does not need another car wash, especially at the proposed location.

Environmental Issue #1

The next discrepancy is in the amount of reclaimed water that the car wash uses. The Applicant, at the last hearing, indicated that they will use in excess of 50% reclaimed water. As per the attached document provided by Tommy Wash (**Exhibit #6**), Each car wash will consume 46.65 gallons of water. Of that total 36.35 gallons will be fresh water and 10.3 gallons will be reclaimed. A reclaimed water rate of only 22%. Based on their conservative estimate of only 200 cars per day, that is 218,100 gallons of fresh water being used and added to the sewage system per month.

The next discrepancy is the parking ratio. They only have 4 spaces dedicated to parking yet they want to double count the vacuum bays as parking places. This makes no sense. The dedicated parking places will be taken by employees. The applicant stated that they sell cleaning supplies and are open to the public for do it yourselfers to come in and purchase those supplies but where will they park if the car wash is busy and customers are using the vacuum stations? Will they park on Caputo or Tennant Ave? This is another example of the applicant manipulating the numbers to make the conditional use permit request look more appealing.

Based on the inaccurate information contained in the report, misstatements by the applicant coupled with the facts and figures supplied directly from the Car Wash Franchisor, I urge you to follow the policies guiding the planning commission and deny the Conditional Use Permit application UP2017-0015.

Regards,

Greg Blunden	<u><i>Greg Blunden</i></u>
Pamela Blunden	<u><i>Pamela Blunden</i></u>
Philip Malaspina	<u><i>Philip Malaspina</i></u>
Kimberley Malaspina	<u><i>Kimberley Malaspina</i></u>