CITY OF MORGAN HILL

Special - Regular Meeting Agenda

City Council

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

Wednesday, October 20, 2021 6:00 p.m.

Virtual Meeting

VIRTUAL MEETING GUIDELINES AND PUBLIC COMMENT

In accordance with Executive Order N-25-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. Physical meetings will not be in the City Council Chamber until further notice.

City Council meetings will be live streamed on Channel 17, on the City's website and on the City's Facebook page. Those members of the community that would like to participate in the meetings remotely may do so by joining the virtual meeting at: <https://bit.ly/MHCityCouncilMeeting> or by calling in to: (669) 900-9128, then enter the webinar id: 873 3200 8380#.

Public comment may be provided in the following ways:

- Join the virtual City Council meeting via the link above, when public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes
  - In order to speak, please be sure that your version of Zoom is up to date.
- Join the virtual meeting by calling in to the number above, dial *9 to raise your hand and be called upon to speak for up to 3 minutes
- Send public comments in writing to the City Clerk at ccpubliccomment@morganhill.ca.gov <mailto:ccpubliccomment@morganhill.ca.gov>

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

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 6:00 p.m. for the purpose of conducting a closed session.

6:00 p.m. Closed Session

7:00 p.m. Regular Meeting

SPECIAL MEETING

6:00 p.m. Closed Session

CALL TO ORDER

Mayor Constantine

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2
City Clerk Michelle Bigelow

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; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director
Employee Organization:	Morgan Hill Police Officers Association Employees Covered under Management Resolution #21-025 AFSCME Local 101 Morgan Hill Community Service Officers Association

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.

PRESENTATIONS

YAC Presentation- Asset #10- Safety

RECOGNITION

Recognition of Rotary Club and Youth Volunteers for Galvan Park Cleanup

CITY COUNCIL REPORTS

Council Member Spring

CITY MANAGER'S REPORT

City Manager Christina Turner

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

OTHER REPORTS

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

PUBLIC HEARING (TO BE HEARD AT 7:30 P.M.)

1. RECEIVE UPDATED CENSUS DATA AND MAPPING TOOLS FOR THE CITY COUNCIL REDISTRICTING PROCESS

Recommendation:

Open and close the public hearing.

Estimated Time: 60 Minutes

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

2. ADOPT COUNCIL POLICY FOR CITY MANAGER AUTHORITY TO NEGOTIATE ACCRUAL RATES AND/OR ESTABLISH A LEAVE BANK FOR NEW EMPLOYEES

Recommendation:

Adopt Council Policy providing City Manager authority to negotiate accrual rates for Vacation Leave and/or establish a leave bank with new employees for Vacation and/or Sick Leave.

3. APPROVE FOURTH AMENDMENT TO BRIGHTVIEW LANDSCAPE SERVICES, INC., GROUPS 1, 3, AND 6 MAINTENANCE SERVICE AGREEMENT

Recommendation:

1. Determine that competitive bids upon notice would not likely result in a lower price to the City from a responsible bidder or would cause unnecessary expense or delay under the circumstances per Section 3.04.150 (1) of the Morgan Hill Municipal Code; and
2. Approve and authorize the City Manager to execute and administer the fourth amendment to the maintenance service agreement with Brightview Landscape Services, Inc., extending the agreement for one additional year of service at $137,309 and increasing the total contract amount to $665,567.

4. APPROVE CALTRANS DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT IN ASSOCIATION WITH THE EAST DUNNE AVENUE PAVEMENT REHABILITATION PROJECT

Recommendation:

Authorize the City Manager to execute and administer the Disadvantaged Business Enterprise (DBE) Implementation Agreement with the California Department of Transportation (Caltrans), subject to City Attorney review.

5. APPROVE THE SEPTEMBER 1, 2021 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

6. APPROVE ONE-TIME AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY FUNDING REQUESTS

Recommendation:

Approve recommended funding requests for one-time ARPA funding to nonprofit organizations serving the residents and businesses of Morgan Hill.

Estimated Time: 45 Minutes

7. RECEIVE ECONOMIC DEVELOPMENT AND BUSINESS RECOVERY UPDATE

Recommendation:

Accept staff report and provide direction regarding the continuation of the Al Fresco Program through December 31, 2022.

Estimated Time: 30 Minutes

8. RECEIVE MONTHLY BUDGET UPDATE; SEPTEMBER 2021 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

Recommendation:

Accept and file report.

Estimated Time: 15 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email cityclerk@morganhill.ca.gov.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259, (408)779-3117 (fax) or by email cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two-full business days before the start of the meeting.

SUSTAINABLE MORGAN HILL

VISION

To sustain a safe, equitable, inclusive, socially responsible, environmentally conscious, and economically sound community

Choose Morgan Hill

The City of Morgan Hill is the best community for people to live, work, visit, and operate their businesses.

City Council Ongoing Priorities

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

2020-2021 Strategic Priorities

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

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

CITY OF MORGAN HILL

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: October 20, 2021

PREPARED BY: Angie Gonzalez, Council Services Assistant
APPROVED BY: City Manager

RECEIVE UPDATED CENSUS DATA AND MAPPING TOOLS FOR THE CITY COUNCIL REDISTRICTING PROCESS

RECOMMENDATION(S)
Open and close the public hearing.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2020-2021 Strategic Priorities**
Supporting Our Youth	Community Outreach
Seniors	Engagement and Messaging
and Entire Community	
Preserving and Cultivating Public Trust	
Enhancing Equity	
Diversity and Inclusiveness	

REPORT NARRATIVE:
Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have a nearly equal population. The redistricting process for the City of Morgan Hill must be completed by April 15, 2022.

The City adopted its current district boundaries on September 6, 2017, based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, adopted by the California legislature as AB 849, which took effect January 1, 2020.

Under the Act, the City Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21601(c):

1. Comply with the federal requirements of equal population and the Voting Rights Act
2. Geographically contiguous
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together)
4. Easily identifiable boundaries
5. Compact (do not bypass one group of people to get to a more distant group of people)

6. Shall not favor or discriminate against a political party

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024
2. Respect voters' choices/continuity in office
3. Future population growth

Elections Code Section 21607.1 directs that the City must conduct at least four (4) public hearings throughout the redistricting process; one (1) Public Hearing before maps are drawn, at least two (2) Public Hearings after draft maps are drawn, and one (1) public hearing scheduled on an evening or weekend, at which time the public is invited to provide input regarding the composition of the districts.

The purpose of this public hearing is to receive public input on district boundaries, provide direction on criteria to be considered while drafting district maps, receive an update on the state-adjusted Census data, and receive a demonstration on available mapping tools.

Updated demographic information from the Census data is attached.

COMMUNITY ENGAGEMENT: Collaborate
The City Clerk's Office and Communications Team have developed the following community outreach plan:

Public Messaging via Social Media, City's Website, Press Releases, newsletters, and other public communications, in English and Spanish, including:

- Social media engagement on Facebook, Instagram, Twitter, and NextDoor
- Updated webpage on City's website for redistricting updates and information
- Information provided via website newsflashes, eblasts, "Morgan Hill Weekly 411," and print
- Press releases sent to various outlets and groups, including individuals and churches who have connections to our Spanish speaking community
- Public notices posted at City facilities
- Display advertisements on local public access network by using Channel 17
- Informational tables at the Farmer's Market, Friday Night Music Series, local coffee shops, and other public spaces.
- Virtual Town Halls
- Online Interactive Tools:
    - Updated online interactive mapping tools will be available to allow residents to draw their district boundary lines. The City's consulting demographer will provide training for the public on how to use the new online mapping tool

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
January 29, 2021, Annual Goal Setting Workshop - City Council received a presentation outlining the requirements and process for redistricting.

May 5, 2021, City Council Meeting - the City Council voted to move forward with a staff-led redistricting process.

August 6, 2021, Mid-Year Goal Review Workshop - City Council received an update on the redistricting process.

August 18, 2021, City Council Meeting- The City Council held the first of four required public hearings in the redistricting process to receive an update on the process and request feedback on Communities of Interest.

FISCAL AND RESOURCE IMPACT:
For the FY 2021-2022 redistricting process, staff estimates that the currently budgeted funds will be sufficient.

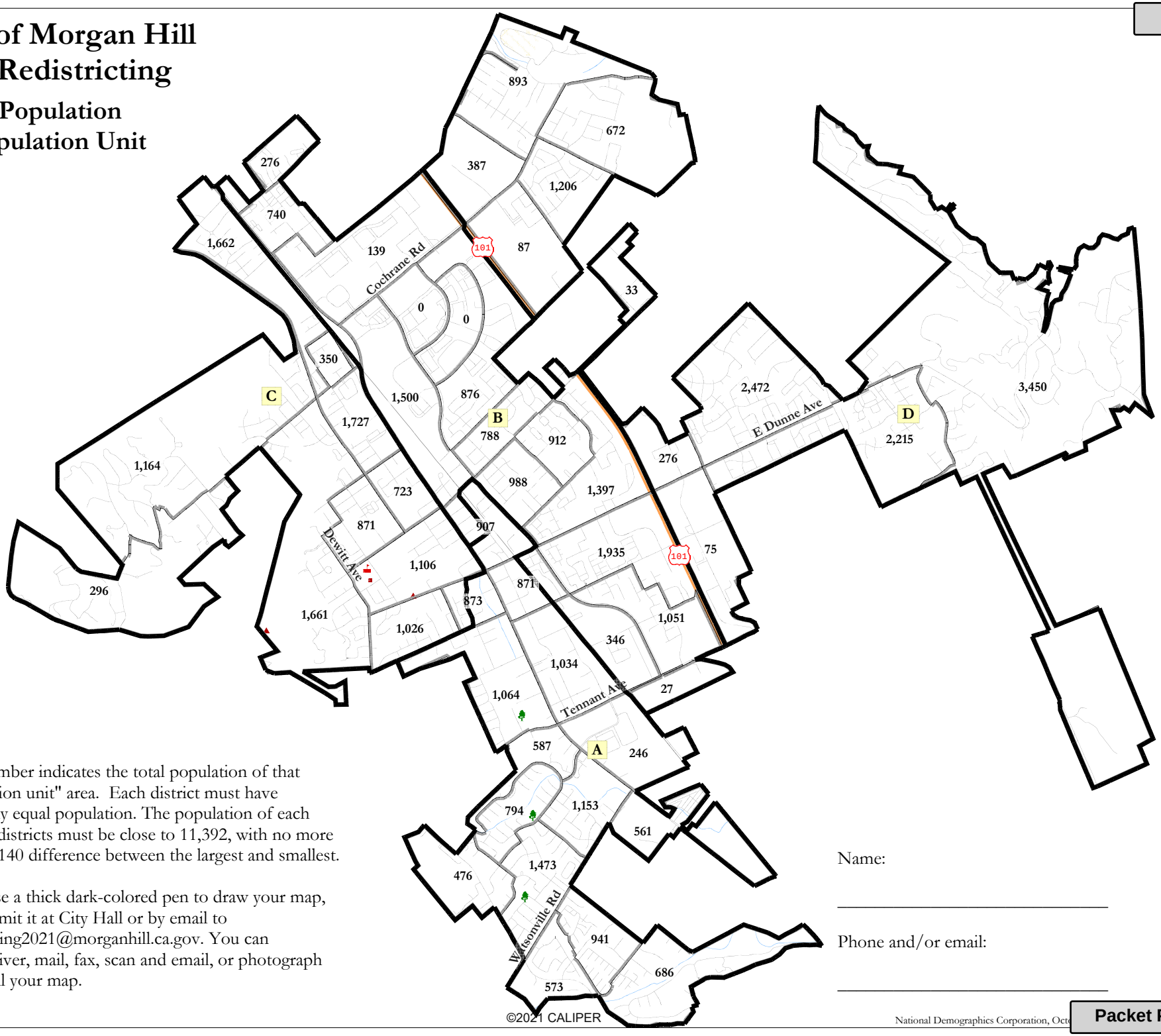
CEQA (California Environmental Quality Act):
Not a Project

The reformatting of electoral districts is not a project as defined in Section 15060(c) of the State CEQA Guidelines.

LINKS/ATTACHMENTS:
1. May 5, 2021 Staff Report (weblink)
2. August 18, 2021 Staff Report (weblink)
3. Workshop and Public Hearing Schedule (weblink)
4. Morgan Hill One Page Map Kit_ENG
5. Morgan Hill One Page Kit_Spanish
6. Morgan Hill Current Districts 2020 Census Adjusted Demographics

City of Morgan Hill 2021 Redistricting

Total Population by Population Unit



Each number indicates the total population of that "population unit" area. Each district must have essentially equal population. The population of each of the 4 districts must be close to 11,392, with no more than a 1,140 difference between the largest and smallest.

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or by email to redistricting2021@morganhill.ca.gov. You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

Name: _____

Phone and/or email: _____

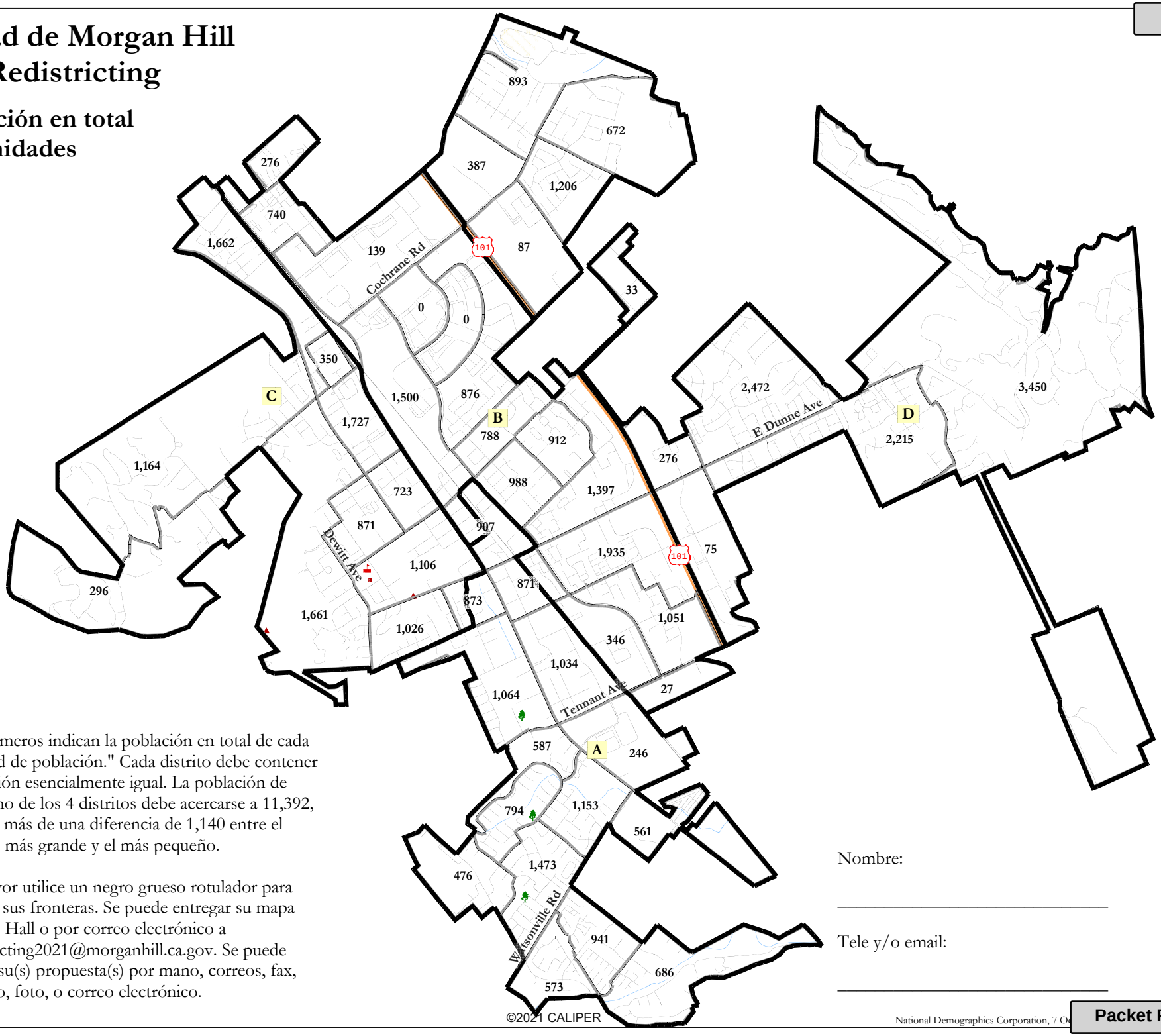
©2021 CALIPER

National Demographics Corporation, Oct

Attachment: Morgan Hill One Page Map Kit_ENG (3196 : Redistricting Public Hearing #2)

Ciudad de Morgan Hill
2021 Redistricting

Población en total por unidades



Los números indican la población en total de cada "unidad de población." Cada distrito debe contener población esencialmente igual. La población de cada uno de los 4 distritos debe acercarse a 11,392, con no más de una diferencia de 1,140 entre el distrito más grande y el más pequeño.

Por favor utilice un negro grueso rotulador para indicar sus fronteras. Se puede entregar su mapa en City Hall o por correo electrónico a redistricting2021@morganhill.ca.gov. Se puede enviar su(s) propuesta(s) por mano, correos, fax, escaneo, foto, o correo electrónico.

Nombre: _____

Tele y/o email: _____

©2021 CALIPER

National Demographics Corporation, 7 O

Attachment: Morgan Hill One Page Kit_Spanish (3196 : Redistricting Public Hearing #2)

Morgan Hill - Current Districts (2020 Adjusted)						
District		**A**	**B**	**C**	**D**	**Total**
2020	2020 Census (Raw)	11,108	11,539	11,153	11,766	45,566
	Deviation from ideal	-284	148	-239	375	658
	% Deviation	-2.49%	1.29%	-2.09%	3.29%	5.78%
2020 Total Pop	% Hisp	38%	36%	39%	21%	33%
	% NH White	44%	39%	40%	52%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	12%	18%	16%	21%	17%
Citizen Voting Age Pop	Total	6,785	7,842	7,102	8,175	29,905
	% Hisp	24%	27%	28%	18%	24%
	% NH White	57%	51%	53%	62%	56%
	% NH Black	3%	3%	2%	2%	2%
	% Asian/Pac.Isl.	14%	18%	16%	16%	16%
Voter Registration (Nov 2020)	Total	6,614	7,009	6,481	8,015	28,119
	% Latino est.	25%	28%	27%	17%	24%
	% Spanish-Surnamed	23%	26%	25%	16%	22%
	% Asian-Surnamed	5%	10%	9%	11%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	67%	58%	62%	69%	64%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	4,079	3,856	3,900	5,184	17,019
	% Latino est.	19%	24%	22%	15%	20%
	% Spanish-Surnamed	18%	22%	21%	14%	18%
	% Asian-Surnamed	4%	8%	7%	8%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	73%	64%	68%	74%	70%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	5,658	5,907	5,439	7,114	24,118
	% Latino est.	23%	27%	25%	16%	22%
	% Spanish-Surnamed	21%	24%	23%	15%	21%
	% Asian-Surnamed	5%	10%	9%	11%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	69%	60%	63%	70%	66%
	% NH Black est.	3%	2%	2%	2%	2%
ACS Pop. Est.	Total	10,150	11,697	11,261	11,412	44,520
Age	age0-19	29%	28%	27%	27%	28%
	age20-60	50%	54%	53%	52%	52%
	age60plus	22%	18%	20%	21%	20%
Immigration	immigrants	17%	21%	22%	14%	18%
	naturalized	53%	63%	52%	71%	59%
Language spoken at home	english	74%	64%	65%	77%	70%
	spanish	18%	22%	20%	8%	17%
	asian-lang	5%	9%	8%	9%	8%
	other lang	2%	5%	6%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	13%	16%	6%	11%
Education (among those age 25+)	hs-grad	36%	42%	43%	35%	39%
	bachelor	35%	25%	21%	32%	28%
	graduatedegree	13%	12%	14%	20%	15%
Child in Household	child-under18	35%	40%	36%	43%	39%
Pct of Pop. Age 16+	employed	65%	68%	67%	67%	67%
Household Income	income 0-25k	8%	12%	6%	4%	7%
	income 25-50k	11%	16%	15%	6%	12%
	income 50-75k	11%	10%	15%	7%	11%
	income 75-200k	45%	41%	45%	43%	43%
	income 200k-plus	26%	21%	19%	40%	26%
Housing Stats	single family	83%	80%	79%	98%	85%
	multi-family	17%	20%	21%	2%	15%
	rented	27%	32%	36%	11%	27%
	owned	73%	68%	64%	89%	73%

Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: October 20, 2021

PREPARED BY: Michael Horta, Human Resources Director
APPROVED BY: City Manager

ADOPT COUNCIL POLICY FOR CITY MANAGER AUTHORITY TO NEGOTIATE ACCRUAL RATES AND/OR ESTABLISH A LEAVE BANK FOR NEW EMPLOYEES

RECOMMENDATION(S)
Adopt Council Policy providing City Manager authority to negotiate accrual rates for Vacation Leave and/or establish a leave bank with new employees for Vacation and/or Sick Leave.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2020-2021 Strategic Priorities**
Fostering a Positive Organizational Culture	Community Outreach
Preserving and Cultivating Public Trust	Engagement and Messaging
Enhancing Equity	
Diversity and Inclusiveness	

REPORT NARRATIVE:
To recruit and retain experienced candidates to the City of Morgan Hill, it is beneficial to have flexibility to enhance benefits when appropriate. These benefits include the leave accrual rates and banks offered to new employees. These specific benefits are outlined within each specific bargaining groups' Memorandum of Understanding or the Management, Professional and Confidential resolution. Currently within the Management, Professional and Confidential resolution, the City Manager has authority to negotiate higher Vacation accrual rates and/or establish leave banks with new employees for Vacation and/or Sick Leave. Therefore, staff recommends that Council provide authority to the City Manager to negotiate higher accrual rates for Vacation Leave and/or establish a leave bank with any new employee for Vacation and/or Sick Leave.

COMMUNITY ENGAGEMENT:
This report serves to inform the community of the recommended Council Policy to provide authority to the City Manager to negotiate accrual rates for Vacation Leave and/or establish a leave bank with any new employee for Vacation and/or Sick Leave.

ALTERNATIVE ACTIONS:
The Council could choose not to approve the Council Policy.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

No prior actions.

FISCAL AND RESOURCE IMPACT:
No immediate fiscal impact. Potential fiscal impact when employee leaves employment.

CEQA (California Environmental Quality Act):
Not a Project - Pursuant to CEQA, organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and are therefore exempt activities.

LINKS/ATTACHMENTS:
1. CITY COUNCIL POLICY - Authority to Negotiate Accrual Rates or Leave Banks

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-XX-XX

SUBJECT: **Authority to Negotiate Accrual Rates and/or Establish a Leave Bank**

EFFECTIVE DATE: **October 20, 2021**

ORIGINATING DEPT: **City Manager**

Purpose

The primary purpose of this policy is to provide the City Manager authority to negotiate accrual rates and/or establish a leave bank with any new employee.

Policy

Sick Leave Bank

1. The City Manager may negotiate establishing a leave "bank" with new employees at the time of hire.

Vacation Leave Accrual and Bank

1. The City Manager may negotiate vacation accrual rates and/or establish a leave "bank' with new employee at the time of hire.

This policy shall remain in effect until modified by the City Council.

APPROVED:

_____

RICH CONSTANTINE, MAYOR

Attachment: CITY COUNCIL POLICY - Authority to Negotiate Accrual Rates or Leave Banks [Revision 2] (3194 : Policy to negotiate accrual rates

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: October 20, 2021

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

APPROVE FOURTH AMENDMENT TO BRIGHTVIEW LANDSCAPE SERVICES, INC., GROUPS 1, 3, AND 6 MAINTENANCE SERVICE AGREEMENT

RECOMMENDATION(S)

1. Determine that competitive bids upon notice would not likely result in a lower price to the City from a responsible bidder or would cause unnecessary expense or delay under the circumstances per Section 3.04.150 (1) of the Morgan Hill Municipal Code; and
2. Approve and authorize the City Manager to execute and administer the fourth amendment to the maintenance service agreement with Brightview Landscape Services, Inc., extending the agreement for one additional year of service at $137,309 and increasing the total contract amount to $665,567.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2020-2021 Strategic Priorities**
Enhancing Public Safety	Fiscal Sustainability
Maintaining Infrastructure	

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with an opportunity to consider a fourth amendment to the City's contract for landscape maintenance services with Brightview Landscape Services, Inc. If approved, the amendment will extend the term of the agreement by one year to December 31, 2022. This Fourth Amendment will increase the annual amount of the contract by approximately 3% to $137,309 per year for the additional year of service, and the new total contract amount will be $665,567.

The City has long contracted with landscape maintenance contractors to provide services and has divided the work into different groupings of similar services. The groups that are the subject of this report include: Group 1- Park Mowing and Edging; Group 3- Street Medians, Streetscapes, Parking Lots and Misc. Facilities; and Group 6- Downtown Area. The City's current contract with Brightview Landscape Services for these three groups expires on December 31, 2021. The original amount of the Agreement was $261,552 for two years. On November 29, 2018, the First Amendment to the Agreement memorialized the deletion of the El Toro Youth Center from Group 3 for $2,860 and the addition of the Bioswale next to the Downtown Parking Garage to Group 6 for $1,200. The net change to the contract amount was a net reduction of $1,660 for a new contract amount of $259,892. On October 31, 2019, the Second

Amendment extended the term of the agreement by one year to December 31, 2020. The annual amount of the contract increased by approximately 4% to $134,183 per year and the total amount of the agreement increased to $394,075. On September 23, 2020, the Third Amendment extended the term by one year to December 31, 2021, with no increase to the annual amount at $134,183, and the new total contract amount at $528,258.

In preparing for the completion of the agreement term, City staff evaluated options for bringing the service out for bid or continuing with the current service provider. Brightview agreed to extend the agreement for an additional year with a 3% increase in annual service costs. In evaluating options, staff assessed that labor and material costs have increased significantly since this agreement was established in 2017 and that there are currently additional costs related to workplace safety due to COVID. Based on the City's last landscape contract bidding process, which resulted in substantially higher bids, and the economic factors cited above, staff believes that issuing competitive bids for these groups at this time is likely to result in substantially higher bids.

Section 3.04.150 (1) of the Morgan Hill Municipal Code authorizes this action if the Council determines that competitive bids upon notice would not be likely to result in a lower price to the City from a responsible bidder or would cause unnecessary expense or delay under the circumstances. Staff has been satisfied with the services performed by Brightview Landscape Services, Inc. and recommends that the Fourth Amendment be approved based on the City Council's determination that soliciting competitive bids would not be likely to result in a lower price to the City from a responsible bidder or would cause unnecessary expense or delay under the circumstances.

COMMUNITY ENGAGEMENT: Not Applicable
As landscape maintenance services are a regular and expected City service, no efforts were made to inform the community about this proposed contract amendment.

ALTERNATIVE ACTIONS:
The City Council could decline to approve the amendment and instead direct staff to extend the Brightview contract by three months and proceed with a request for proposals (RFP) for landscape maintenance services in order to have a new agreement in place by April 1, 2022. Recent RFP and bid results in other areas have shown significant increases in pricing and staff does not believe an RFP will result in improved pricing.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The Council previously awarded the original agreement to Brightview Landscape Services, Inc. on December 6, 2017. The First Amendment to the agreement was approved on October 17, 2018. The Second Amendment was approved via City Manager authority on October 31, 2019. The Third Amendment was approved by the City Council on September 23, 2020.

FISCAL AND RESOURCE IMPACT:

Funding for landscape maintenance services is budgeted in many areas of the City's operating budget, including Park Maintenance, Street Maintenance, Downtown Maintenance and Landscape Assessment Districts.

CEQA (California Environmental Quality Act):
Categorical Exemption

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

LINKS/ATTACHMENTS:
1. executed_Brightview Landscape Services Inc. - Fourth Amendment

FOURTH AMENDMENT TO AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.

This FOURTH AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

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

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of January 4, 2018, for services for a maximum compensation of TWO HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS ($261,552.00) ("MAINTENANCE SERVICE AGREEMENT").

3. On April 16, 2018, CITY notified SERVICE PROVIDER to stop providing services to El Toro Youth Center effective May 1, 2018, resulting in a decrease in the Agreement by $2,860.00 to TWO HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED NINETY-TWO DOLLARS ($258,692.00).

4. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of November 29, 2018, adding additional services under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to TWO HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS ($259,892.00).

5. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of October 31, 2019, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to THREE HUNDRED NINETY-FOUR THOUSAND SEVENTY-FIVE AND 04/100 DOLLARS ($394,075.04) and a "Third Amendment to Agreement" to again increase the maximum compensation to FIVE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED FIFTY-EIGHT AND 08/100 DOLLARS ($528,258.08). The MAINTENANCE SERVICE AGREEMENT, and the First, Second and Third Amendments thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from January 4, 2018, until December 31, 2022."

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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

"4.1. Amount. Compensation under this Agreement shall not exceed SIX HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED SIXTY-SIX AND 61/00 DOLLARS ($665,566.61) and shall be billed based on the rate and basis set forth in **Exhibit B**. As of the January 1, 2022, SERVICE PROVIDER'S billing rates have increased and are set forth in the attached revised Exhibit "B" dated September 3, 2021.

C. Paragraph 5 shall be amended by adding the following:

"5.1 **Non-appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify SERVICE PROVIDER of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments."

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Signatures on the Next Page

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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

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

ATTEST:

Michelle Bigelow, City Clerk
Date: _____

APPROVED AS TO FORM:

Donald A. Larkin, City Attorney
Date: _____

CITY OF MORGAN HILL

Christina J. Turner, City Manager
Date: _____

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: Jeff Herold
Title: Chief Executive Officer and President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 9/13/2021

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

Date: 9/13/2021

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

128-04-18-001

EXHIBIT 1

THIRD AMENDMENT TO AGREEMENT
BRIGHTVIEW LANDSCAPING SERVICES, INC.

This THIRD AMENDMENT TO AGREEMENT is entered into and becomes effective on 10/6/2020 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BRIGHTVIEW LANDSCAPING SERVICES, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Third Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on September, 23, 2020.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of January 4, 2018, for services for a maximum compensation of TWO HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS ($261,552) ("MAINTENANCE SERVICE AGREEMENT").

3. On April 16, 2018, CITY notified SERVICE PROVIDER to stop providing services to El Toro Youth Center effective May 1, 2018 resulting in a decrease in the Agreement by $2,860.00 to TWO HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED NINETY-TWO DOLLARS ($258,692.00)

4. The CITY and SERVICE PROVIDER entered into a "First Amendment to Agreement" made as of November 29, 2018, adding additional services under which the maximum compensation was increased to TWO HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS ($259,892.00).

4. The CITY and SERVICE PROVIDER entered into a "Second Amendment to Agreement" made as of October 31, 2019, under which the maximum compensation under the MAINTENANCE SERVICE AGREEMENT, as amended, was increased to THREE HUNDRED NINETY-FOUR THOUSAND SEVENTY-FIVE AND 04/100 DOLLARS ($394,075.04). The MAINTENANCE SERVICE AGREEMENT, and the First and Second Amendments thereto, are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from January 4, 2018, until December 31, 2021. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both parties to this Agreement."

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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

"4.1. Amount. Compensation under this Agreement shall not exceed FIVE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED FIFTY-EIGHT AND 08/100 DOLLARS ($528,258.08) and shall be billed based on the rate and basis set forth in **Exhibit B**. As of the January 1, 2021, SERVICE PROVIDER'S billing rates have increased and are set forth in the attached revised Exhibit "B" dated August 19, 2020. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the preceding term of this Agreement."

C. Paragraph 8.2.2. shall be amended and replaced in its entirety by the following:

"8.2.2 Workers Compensation.

If the performance of SERVICE PROVIDER'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, SERVICE PROVIDER'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers."

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(Signatures on Next Page)

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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

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

ATTEST:

DocuSigned by:
Michelle Bigelow
Michelle Bigelow, Deputy City Clerk
Date: 10/6/2020

APPROVED AS TO FORM:

DocuSigned by:
Donald Larkin
Donald A. Larkin, City Attorney
Date: 9/29/2020

CITY OF MORGAN HILL

DocuSigned by:
Christina Turner
Christina Turner, City Manager
Date: 10/6/2020

BRIGHTVIEW LANDSCAPING SERVICES, INC.

By:
Title: Fred Freund, SVP
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President
Date: 08/27/2020

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

Date: 9/2/2020

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

Exhibit "1"

128-04-18-001

SECOND AMENDMENT TO AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 10/3/19 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into based upon the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of January 4, 2018, for services for a maximum compensation of TWO HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS ($261,552.00) ("MAINTENANCE SERVICE AGREEMENT").

3. On April 16, 2018, CITY notified SERVICE PROVIDER to stop providing services to El Toro Youth Center effective May 1, 2018 resulting in a decrease in the Agreement by $2,860.00 to TWO HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED NINETY-TWO DOLLARS ($258,692.00).

3. The CITY and SERVICE PROVIDER entered into a "First Amendment" made as of November 29, 2018, adding additional services under which the maximum compensation was increased to TWO HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS ($259,892.00) . The Maintenance Agreement and the First Amendment are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement**. This Agreement shall be effective and cover services rendered from January 4, 2018, until December 31, 2020."

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

"4.1. Amount. Compensation under this Agreement shall not exceed THREE HUNDRED NINETY-FOUR THOUSAND SEVENTY-FIVE AND 04/100 DOLLARS ($394,075.04) and shall be billed based on the rate and basis set forth in Revised **Exhibit B** dated October 3, 2019."

C. Paragraph 5 shall be amended and replaced in its entirety by the following:

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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

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Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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

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

ATTEST:

Michelle Bigelow, Deputy City Clerk
Date: 11/8/19

APPROVED AS TO FORM:

Donald A. Larkin, City Attorney
Date: 10-25-19

CITY OF MORGAN HILL

Christina J. Turner, City Manager
Date: 10/31/19

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By:
Title: Fred Freund, SVP
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 10/21/2019

Brett Urban
By:
Title: CFO BrightView Maintenance Services
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 10/22/2019

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

128-04-18-001

EXHIBIT "1"

FIRST AMENDMENT TO AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on November 29, 2018 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on October 17, 2018.

2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of January 4, 2018, for services for a maximum compensation of TWO HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED FIFTY-TWO AND NO/100 DOLLARS ($261,552.00) ("MAINTENANCE SERVICE AGREEMENT"). The MAINTENANCE SERVICE AGREEMENT is attached as Exhibit "1" to this Agreement.

3. On April 16, 2018, SERVICE PROVIDER was notified to stop providing services to El Toro Youth Center effective May 1, 2018, thereby reducing the contract by $2,860.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

"The services to be performed by SERVICE PROVIDER shall consist of the following additional services set forth in Exhibit "2":

In addition to the services stated in the original MAINTENANCE SERVICE AGREEMENT, the services to be performed by SERVICE PROVIDER shall consist of the deleted and additional services set forth in Exhibit "2" dated October 17, 2018, and incorporated herein by this reference."

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

"4.1. Amount. Compensation under this Agreement shall not exceed TWO HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED NINETY-TWO AND NO/100 DOLLARS ($259,892.00) and shall be billed based on the rate and basis set forth in revised **Exhibit B** dated October 17, 2018. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2, the City Manager shall have the authority to increase the maximum

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the initial term of this Agreement.

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

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

ATTEST:

Deputy City Clerk
Date: 12/11/18

APPROVED AS TO FORM:

for City Attorney
Date: 11-19-18

CITY OF MORGAN HILL

City Manager
Date: 11/29/18

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: Brett Urban, CFO BrightView Landscape Services
Title:
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 11/11/18

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

Date: 11/13/2018

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

128-04-18-001

EXHIBIT "1"

MAINTENANCE SERVICE AGREEMENT
Brightview Landscape Services, Inc.

THIS AGREEMENT is entered into and becomes effective on 1/4/18 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Brightview Landscape Services, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority**. This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on December, 6, 2017.

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2019 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service**. The services to be performed by SERVICE PROVIDER shall be landscape maintenance and irrigation services as further described in **Exhibit A.**

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

   4.1. Amount. $261,552.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Two Hundred sixty-one thousand five hundred and fifty-two dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to SERVICE PROVIDER during the initial term of this Agreement.

   4.2. Billing. SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

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

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this AGREEMENT on behalf of CITY.

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

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

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

8.1. **Insurance Types and Amounts.**

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

8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own

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automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars ($1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars ($1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.1.5. Professional Liability.

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

8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), SERVICE PROVIDER shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data

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Breach, in the minimum amount of: (i) one million dollars ($1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

8.2.1. General Liability.

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

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

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. Workers Compensation.

The insurer waives the right of subrogation against the City of Morgan Hill and CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

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

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

Certificate Holder address:

City of Morgan Hill
Attn: Risk Management
17575 Peak Avenue

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Morgan Hill, CA 95037

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

10. **Compliance with Law**.

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

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

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

10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS

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VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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

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

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

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

Address of SERVICE PROVIDER is as follows:

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Brightview Landscape Services, Inc.
450 Phelan Avenue
San Jose, CA 95112

Address of CITY is as follows:

Chris Ghione, CS Director City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037	with a copy to: City Clerk City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037

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

16. **Maintenance of Records**.

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

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

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

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

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

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

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

21. **Defense and Indemnification**.

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

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

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

21.4. Right to Offset. CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

21.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

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

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

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

25. **Preservation of Agreement**. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

26. **Binding Agreement**. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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

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

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

ATTEST:

City Clerk/Deputy City Clerk

Michelle Wilson
Print Name

Date: 1/5/18

APPROVED AS TO FORM:

City Attorney

Donald A. Larkin
Print Name

Date: 1/3/2018

CITY OF MORGAN HILL

City Manager

Christina J. Turner
Print Name

Date: 1/4/18

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By:

Title: President - Landscape Services
Jeff Herold
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 11/27/2017

By:

Title: CFO - Landscape Services Jamie Gollotto
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 11/27/2017

266211
Contractor's License Number(s) *(if applicable)*

Expiration Date(s) 3/31/18

1000005364
Contractor's DIR Registration Number(s) *(if applicable)*

Expiration Date(s) 6/30/18

Seal:
U:\Legal Forms\Consultant Agreements\City Maintenance Service Agreement.Docx

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EXHIBIT A
SCOPE OF SERVICES

The scope of work is the City of Morgan Hill's Landscape Groups 1, 3 and 6. Group 1 is Park Mowing and Edging, Group 3 is Street Medians and Group 6 is the Downtown Landscape Maintenance.

The City will regularly inspect the Contractor's work and rate it according to the maintenance standards in the Request for Proposals. Contractor shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Contractor will be paid for work rated as "meets standards". Contractor will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Contractor. If an area does not meet City standards, it will be considered "below standard". Contractor will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Contractor. City staff will work closely with Contractor's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Contractor.

The Contractor shall be responsible for maintaining landscapes as described in this document and per the maintenance standards outlined in Exhibits A. The cost of maintaining the areas shall be included in the base bid unless otherwise called out as "extra work" in this Request for Proposals. During the first three (3) months of the contract, the Contractor will receive one hundred percent (100%) of the monthly contract payment. During this period, Contractor will inspect the sites at least monthly and will discuss inspections with City. This process and time frame will allow the Contractor time to become familiar with the individual locations. Following this period, the Contractor shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Contractor.

The Contractor will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in, and one hundred dollar ($100) deduction from their monthly payment.

There will be a financial impact to the Contract if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Contractor's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Contractor for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate contractor costs, etc.

The City will perform weekly inspection reports, which will be e-mailed to the Contractor. The first time a site fails to meet City Standards as a result of these inspections the Contractor will have two (2) weeks to bring the site back into compliance. For Group 6 – Downtown, the Contractor will have one (1) week to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given and penalties will be

incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

1. First Penalty: Contractor to receive warning.
2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, the Contractor will be assessed a $25 monthly deduction per deficiency.
3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, the Contractor will be assessed a $75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with City inspector and Contractor's field representative to identify problem and agree on solution as presented by Contractor.
3. Conference between City's representative and Contractor's principal.
4. Imposition of penalties and/or correcting defect at Contractor's cost.
5. Termination of Contract.

1-21 INSPECTION OF SITE WORK

Contractors are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Contractors may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of: (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on his/her own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

2-1 NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

A. For the Community & Cultural Center, Gavilan College & Morgan Hill Playhouse Parking Lots, unless otherwise specified, work hours shall be 7:00 am to 12:00 noon Monday through Friday.

B. For the Third Street Creek Park and Nob Hill Trail Park work hours shall be every Monday and Thursday between 7:00am and 5:00 pm.

C. At all other locations, the Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 5:00 pm Monday through Friday and on weekends with prior City approval.

D. The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.

E. Any modification in the hours and days of maintenance services as stated in the Contractor's service schedule is subject to approval by the City.

2-2 PERIODIC PROJECT INSPECTIONS

Upon request, the Contractor will walk the project with the City's representative to determine and confirm compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

2-3 PERFORMANCE DURING INCLEMENT WEATHER

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During periods of excessive rainfall that hinders normal operations, the Contractor shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to parks and landscaping.

2-4 NOTICE TO PROCEED
As soon as practical after execution of the Contract, and after receipt of acceptable insurance certificates by City, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

2-5 ACCEPTANCE
A. Acceptance by the City of any services furnished under the Contract shall occur only subsequent to the final review of authorized employees of the City.
B. The City shall reject and refuse to pay for, any and all non-conforming services.
C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Contractor specified in the Standard Consultant Agreement.

2-6 LICENSES REQUIRED FOR DURATION OF CONTRACT
- C-27 Landscape Contractor License
- City of Morgan Hill Business License
- Qualified Applicator License (includes Santa Clara County Registration)
- Registered with the California Dept. of Industrial Relations as a Public Works Contractor (PWC)

SAFETY
Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

The Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

2-7 RESPONSE
Contract supervision shall be immediately available at all times when Contractor employees are working on sites, must be available from 7:00 am to 10:00 pm each day via telephone, and must respond to an emergency situation/major discrepancy in the Contract within two (2) hours of initial contact.

2-8 QUALIFIED CONTRACTOR SUPERVISION
All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

2-9 CONTRACTOR'S EMPLOYEES
This Contract is intended to be a "partnership" between the City and the Contractor. The Contractor and his/her employees are agents of the City of Morgan Hill and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to have Contractor remove

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from assignment to City facilities such Contractor and/or subcontractor employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco on any City property.

2-10 EMPLOYER PROVIDED UNIFORMS

The Contractor shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Contractor's name and logo. Contractor and subcontractor personnel shall wear uniforms at all times.

2-11 CONTRACTOR'S EQUIPMENT

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

2-12 LOCKS AND KEYS

The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor.

The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. The Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.

2-13 VANDALISM AND ACCIDENTAL DAMAGE

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Contractor or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Contractor in the proposal or on time and materials quotes for work not called out in the proposal. Contractor shall be responsible for reporting damage to City and repairing or replacing all appurtenances damaged by Contractor or Contractor's agents.

2-14 WATER MANAGEMENT PROGRAM

Monthly, from March through November, the Landscape Maintenance Contractor must provide to the City a report of irrigation controller settings for the current month in electronic format. This report will include the following information:

A. All irrigation programs set on controllers.
B. Irrigation schedule start times for each irrigation program.
C. Irrigation run days for each irrigation program.
D. Irrigation cycle length, in minutes for each station in an irrigation program.
E. Number of repeat cycles for each station in an irrigation program.

All required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs will be covered under this Contract. Contractor shall make all adjustments and setting of automatic controllers to establish frequency and length of watering periods. Any malfunction of controllers must be reported to the City along with a proposal for correction with costs.

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All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

A. Controller programs shall incorporate the following conditions: Meet City Water Management requirements
B. Program around Park and Facility use and events
C. Reflect actual evapotranspiration (E.T.) requirements
D. Reflect actual requirements of soil and plants
E. Eliminate runoff onto streets, sidewalks, and other non-target areas

The Water Management Program is designed to optimize park and landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation schedules and plant water requirements to assist in responsible management of each park and landscape irrigation valve zone.

A. Irrigation Schedule Analysis:
Monthly during irrigation season (March through November), the Contractor will provide the City with the current month's irrigation schedules and monthly report on the required system check no later than the 10th day of the month. The irrigation schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement and the level of environmental demand (evapotranspiration). Valve areas appearing to be over or under watered are to be further tested by the Contractor as outlined below.

B. Soil Moisture Testing:
Valve areas suspected to be over or under watered should be tested between May and October by the Contractor by removing a soil sample and testing the moisture content. Soil probing is conducted to determine soil moisture levels for automated overhead irrigation circuits.

C. Irrigation Base Schedule Development:
A monthly irrigation base schedule is developed based upon current controller settings and the feedback of moisture probing results. Adjustments are made at the controller either up or down where soil is found to be too dry or too wet. Once the Contractor has the correct run times for any given month, the starting "base schedule" is acquired. Adjustments to the "base schedule" shall occur throughout the month to accommodate changes in area use and/or environmental changes to individual sites.

D. Drought Impact on Irrigation:
The Contractor shall comply with all water use regulations and restrictions. In addition, Contractor shall comply with City directed changes in irrigation in response to drought conditions.

E. Irrigation System Evaluation:
Annually the City will turn off all landscape water accounts November through March (if warmed than expected weather occurs this might be altered. When accounts are turned back on in March each year the Contractor shall perform a complete system check of every irrigation system. The Contractor shall supply the City with a written report of every system as it is completed. Needed repairs shall occur throughout that same time period, and with the approval of the City, to ensure a fully operational system at the beginning of each spring. System evaluations of head, valves, quick couplers, etc. shall also occur monthly, at a minimum, March through November.

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

For any controller schedule or system check report not supplied by the 10th day of the current month by Contractor in any month, a $50.00 penalty per controller will be assessed.

City will provide all the water and electricity necessary for the Contractor to perform the services except instances where excessive costs are incurred by the City due to waste or negligence by the Contractor. If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Contractor's actions, the City may withhold from payment to Contractor those funds necessary to reimburse the City for these additional costs. If there is a difference of opinion between the City and the Contractor as to the whether or not there has been waste due to the negligence of the Contractor, the opinion of the City will prevail.

Irrigation system repair shall occur and be compensated as stated below.

A. Irrigation system repair will be the responsibility of the Contractor. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.
B. Maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers, swing joints, shall be included in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with a maximum mark up of 10% over cost.
C. Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall be covered in the Contractor's base bid. The Contractor shall provide labor for the above items at no extra charge and shall bill the City for the required parts with a maximum mark up of 10% over cost.
D. Replacement of valves, filters, valve boxes, and wiring shall be considered "extra work" in their entirety. Decisions regarding repair verses replacement will be made by the Contractor and the City jointly. In the event that there is a disagreement with regards to how to proceed, the City's choice will prevail.
E. Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered "extra work" in their entirety.
F. Repairs and replacements of any irrigation component or property damaged by the Contractor or as a result of negligence, error, or omission by the Contractor shall not be submitted to the City for payment and are the responsibility of the Contractor.
G. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within one working day of the repair or replacement in order for the Contractor to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Contractor will be paid based on the above stated criteria for repair and replacement.
H. When the Contractor observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

2-15 PLANT LOSS

It is one of the Contractor's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation.
Contractor agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Contract along with the costs.

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Contractor agrees to replace, at the Contractor's cost, any dead, stunted, or damaged that are the result primarily of the Contractor's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental conditions. Plants lost from Contractor's negligence shall be replaced, at the Contractor's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

The Contractor shall not be held responsible for plant losses due to maladies beyond the Contractor's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Contractor shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Contractor shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of occurrence will result in replacement at the Contractor's cost as if the cause was Contractor negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Contractor as a substitute for proper care. The City will consider Contractor negligence a major breach of contract with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Contractor negligence, as deemed by the City, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Contractor has no control. Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Contract, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Contractor negligence or to restore any site which is in a condition that is worse than when the Contract was executed.

2-16 TURF AERATION

The Contractor shall perform core aerations of turf (no mow areas excluded) as part of the base bid. Two (2) aerifications are required in all turf areas each year. Aeration plugs shall be properly destroyed so as to not pose a safety issue or interfere with the use of parks and facilities. The aeration schedule shall be coordinated with the City during the first month of the contract period. Additional turf aerations may be proposed, as "extra work" by the Contractor, in order to meet the designated standard. All proposals, and costs, must be approved by the City prior to additional turf aerations occurring.

2-17 FERTILIZATION

The Contractor will be responsible for performing all fertilizations of turf and landscape and shall be included in the base bid. The fertilization schedule shall be coordinated with the City during the first month of the contract period.

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All turf areas (excluding no-mow) shall receive fertilizer applications four times per year. Approximate dates of these are April 1, June 1, September 1, and November 1. Turf is to be maintained in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

All shrub, groundcover and no-mow turf areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. Intent is to maintain plants in good condition with horticultural acceptable growth and color. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

2-18 BARK AND MULCH

The Contractor will be responsible for notifying the City when areas are in need of new bark or mulch. The City reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. In the event that the City requests that new bark mulch be added by the Contractor, it will be considered "extra work" in its entirety.

2-19 TREE PRUNING

The Contractor shall prune trees for clearance as part of the base bid. Pedestrian clearance shall be eight feet (8') and vehicular clearance shall be fifteen feet (15'). Responsibility for structural grid pruning, weight reduction pruning, etc. shall not be contained in the base bid and will be considered "extra work". The City reserves the right to perform this work in any manner that it deems appropriate.

2-20 MOWING AND EDGING

Lawn mowing and edging shall be performed as needed to meet the City landscape standards.When lawns cannot be cut on the scheduled day due to rain, they must be cut as soon as weather and ground conditions permit. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, irrigation & utility boxes, and any other object within or immediately adjacent to the lawn areas. Turf and plantings around sprinkler heads shall be trimmed to provide maximum water coverage. Trimming shall be done by power edgers or by hand, but in no case will herbicides be permitted without prior written approval. Clippings shall be removed from all adjacent walkways and other paved surfaces immediately after each mowing/edging.

Seed heads on no-mow turf shall be removed on an annual basis. No-mow turf shall be edged as needed to keep from encroaching on walls, fences, sidewalks, etc.

2-21 REFUSE DISPOSAL

All refuse and recycling materials are to be placed in the trash dumpsters and recycling containers located at the Morgan Hill Corporation Yard. Green waste is to be placed in bins provided by the City at the Bus Yard across the street from the Corporation Yard.

2-22 TRAFFIC CONTROL

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

The Maintenance Manager shall be notified prior to any road closures. No traffic lanes on Dunne Avenue, Cochrane Road, Butterfield Blvd., Tennant Ave., or Monterey Road may be closed before 9:00 a.m. or after 3:00 p.m. without written permission from the Maintenance Manager. Access to driveways shall be maintained at all times.

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When entering or leaving roadways which bear public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The provisions in this section may be modified or altered if, in the opinion of the Maintenance Manager, public traffic will be better served and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the Maintenance Manager.

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Group 1: Park Mowing

	Monthly	# of months	Annual Amt.
Community Park	$ 1,560.00	12.00	$ 18,720.00
Galvan Park	$ 390.00	12.00	$ 4,680.00
Paradise Park	$ 390.00	12.00	$ 4,680.00
Diana Park	$ 135.00	12.00	$ 1,620.00
Howard Welcert	$ 203.00	12.00	$ 2,436.00
Nordstrom Park	$ 65.00	12.00	$ 780.00
Jackson Park	$ 78.00	12.00	$ 936.00
GRAND TOTAL			$ 33,852.00

Group 3: Medians and Misc. Sites

	Monthly Maintenance	Irrigation	Annual Amt.
Arterial Medians	$ 1,870.00	$ 224.00	$ 25,128.00
East Dunne at Peppertree	$ 236.00	$ 24.00	$ 3,120.00
Friendly Inn & Lot	$ 228.00	$ 32.00	$ 3,120.00
El Toro Youth Center	$ 115.00	$ 15.00	$ 1,560.00
El Dorado	$ 50.00	$ 15.00	$ 780.00
Sunrise Meadows	$ 215.00	$ 45.00	$ 3,120.00
GRAND TOTAL	$ 2,714.00	$ 355.00	$ 36,828.00

Group 6: Downtown

	Monthly Maintenance	Irrigation	Annual Amt.
3rd Street Landscape btwn Monterey and Depot	$ 240.00	$ 29.00	$ 3,228.00
4th Street Landscape btwn Monterey and Depot	$ 80.00	$ 10.00	$ 1,080.00
County Courthouse	$ 240.00	$ 29.00	$ 3,228.00
Train Station West of Tracks	$ 160.00	$ 19.00	$ 2,148.00
Third Street Creek Park	$ 320.00	$ 38.00	$ 4,296.00
Nob Hill Trail Park	$ 320.00	$ 38.00	$ 4,296.00
Railroad Park	$ 320.00	$ 38.00	$ 4,296.00
Downtown Parking	$ 240.00	$ 29.00	$ 3,228.00
Depot Street btwn East Dunne and Main	$ 358.00	$ -	$ 4,296.00
GRAND TOTAL	$ 1,920.00	$ 230.00	$ 30,096.00

ANNUAL GRAND TOTAL FOR CONTRACTED SERVICES $ 100,776.00

Extra Services Maximum Amount @$30,000.00 per year or $60,000.00 for two year term of contract

TWO-YEAR CONTRACT AMOUNT $ 261,552.00

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

EXHIBIT C
SCHEDULE OF PERFORMANCE

Work to be scheduled per Exhibit A above in coordination with Maintenance Manager, Maintenance Coordinator or Maintenance Specialist.

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BRIGHTVIEW LANDSCAPE SERVICES, INC.

FIRST AMENDMENT TO MAINTENANCE SERVICE AGREEMENT

Exhibit 2- Revised Scope of Services

October 17, 2018

Scope to include all of the services specified in the original MAINTENANCE SERVICE AGREEMENT dated January 4, 2018, except as follows:

Delete from Group 3: Medians and Misc. Sites

El Toro Youth Center effective May 1, 2018.

Add to Group 6: Downtown

Monthly Maintenance of Bioswale west of downtown parking structure. Scope of work to include reseeding and broadleaf spraying.

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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BRIGHTVIEW LANDSCAPE SERVICES, INC.
FIRST AMENDMENT TO MAINTENANCE SERVICE AGREEMENT
EXHIBIT B-SCHEDULE OF COMPENSATION RATES
OCTOBER 17, 2018 Revised

Group 1: Park Mowing

	Monthly	# of months	Annual Amt.
Community Park	$ 1,560.00	12.00	$ 18,720.00
Galvan Park	$ 390.00	12.00	$ 4,680.00
Paradise Park	$ 390.00	12.00	$ 4,680.00
Diana Park	$ 135.00	12.00	$ 1,620.00
Howard Welcert	$ 203.00	12.00	$ 2,436.00
Nordstrom Park	$ 65.00	12.00	$ 780.00
Jackson Park	$ 78.00	12.00	$ 936.00
GRAND TOTAL			$ 33,852.00

Group 3: Medians and Misc. Sites

	Monthly Maintenance	Irrigation	Annual Amt.	
Arterial Medians	$ 1,870.00	$ 224.00	$ 25,128.00	
East Dunne at Peppertree	$ 236.00	$ 24.00	$ 3,120.00	
Friendly Inn & Lot	$ 228.00	$ 32.00	$ 3,120.00	
~~El Toro Youth Center~~	~~$ 125.00~~	~~$ 16.00~~	~~$ 1,860.00~~	Deleted from Scope 4/2018
El Dorado	$ 50.00	$ 15.00	$ 780.00	
Sunrise Meadows	$ 215.00	$ 45.00	$ 3,120.00	
GRAND TOTAL	$ 2,714.00	$ 355.00	$ 36,828.00	

Group 6: Downtown

	Monthly Maintenance	Irrigation	Annual Amt.
3rd Street Landscape btwn Monterey and Depot	$ 240.00	$ 29.00	$ 3,228.00
4th Street Landscape btwn Monterey and Depot'	$ 80.00	$ 10.00	$ 1,080.00
County Courthouse	$ 240.00	$ 29.00	$ 3,228.00
Train Station West of Tracks	$ 160.00	$ 19.00	$ 2,148.00
Third Street Creek Park	$ 320.00	$ 38.00	$ 4,296.00
Nob Hill Trail Park	$ 320.00	$ 38.00	$ 4,296.00
Railroad Park	$ 320.00	$ 38.00	$ 4,296.00
Downtown Parking	$ 240.00	$ 29.00	$ 3,228.00
Depot Street btwn East Dunne and Main	$ 358.00	$ -	$ 4,296.00
GRAND TOTAL	$ 2,278.00	$ 230.00	$ 30,096.00

ANNUAL GRAND TOTAL FOR CONTRACTED SERVICES	$ 100,776.00
TWO-YEAR CONTRACT AMOUNT	$ 201,552.00
Extra Services @ $30,000 per year or $60,000 for two year contract term	$ 60,000.00
ORIGINAL TWO-YEAR CONTRACT TOTAL	$ 261,552.00
Per 4/16/18 Letter deleting El Toro Youth Center	$ 2,860.00
Revised Contract Amount on 4/16/18	$ 258,692.00

Group 6: Downtown Monthly Maintenance Irrigation Annual Amt.

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Add Bioswale West of Parking Garage	$ 80.00	0	$ 960.00
ADDITIONAL AMOUNT FOR 15 MONTHS THROUGH DEC. 2019			$ 1,200.00
REVISED CONTRACT TOTAL FOR 15 MONTHS THROUGH DEC. 2019			$ 259,892.00

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

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BRIGHTVIEW LANDSCAPE SERVICE, INC.
SECOND AMENDMENT TO MAINTENANCE SERVICE AGREEMENT
REVISED **EXHIBIT B-SCHEDULE OF COMPENSATION RATES**
October 3, 2019

Group 1: Park Mowing

	Monthly	# of months	Current Annual Amt.	4% Increase	Third Year Annual Amt.
Community Park	$ 1,560.00	12.00	$ 18,720.00	$ 748.80	$ 19,468.80
Galvan Park	$ 390.00	12.00	$ 4,680.00	$ 187.20	$ 4,867.20
Paradise Park	$ 390.00	12.00	$ 4,680.00	$ 187.20	$ 4,867.20
Diana Park	$ 135.00	12.00	$ 1,620.00	$ 64.80	$ 1,684.80
Howard Weicert	$ 203.00	12.00	$ 2,436.00	$ 97.44	$ 2,533.44
Nordstrom Park	$ 65.00	12.00	$ 780.00	$ 31.20	$ 811.20
Jackson Park	$ 78.00	12.00	$ 936.00	$ 37.44	$ 973.44
GRAND TOTAL			**$ 33,852.00**	**$ 1,354.08**	**$ 35,206.08**

Group 3: Medians and Misc. Sites

	Monthly Maintenance	Irrigation	Current Annual Amt.	4% Increase	Third Year Annual Amt.
Arterial Medians	$ 1,870.00	$ 224.00	$ 25,128.00	$ 1,005.12	$ 26,133.12
East Dunne at Peppertree	$ 236.00	$ 24.00	$ 3,120.00	$ 124.80	$ 3,244.80
Friendly Inn & Lot	$ 228.00	$ 32.00	$ 3,120.00	$ 124.80	$ 3,244.80
El Dorado	$ 50.00	$ 15.00	$ 780.00	$ 31.20	$ 811.20
Sunrise Meadows	$ 215.00	$ 45.00	$ 3,120.00	$ 124.80	$ 3,244.80
GRAND TOTAL	$ 2,599.00	$ 340.00	**$ 35,268.00**	**$ 1,410.72**	**$ 36,678.72**

Group 6: Downtown

	Monthly Maintenance	Irrigation	Current Annual Amt.	4% Increase	Third Year Annual Amt.
3rd Street Landscape btwn Monterey and Depot	$ 240.00	$ 29.00	$ 3,228.00	$ 129.12	$ 3,357.12
4th Street Landscape btwn Monterey and Depot'	$ 80.00	$ 10.00	$ 1,080.00	$ 43.20	$ 1,123.20
County Courthouse	$ 240.00	$ 29.00	$ 3,228.00	$ 129.12	$ 3,357.12
Train Station West of Tracks	$ 160.00	$ 19.00	$ 2,148.00	$ 85.92	$ 2,233.92
Third Street Creek Park	$ 320.00	$ 38.00	$ 4,296.00	$ 171.84	$ 4,467.84
Nob Hill Trail Park	$ 320.00	$ 38.00	$ 4,296.00	$ 171.84	$ 4,467.84
Railroad Park	$ 320.00	$ 38.00	$ 4,296.00	$ 171.84	$ 4,467.84
Downtown Parking	$ 240.00	$ 29.00	$ 3,228.00	$ 129.12	$ 3,357.12
Depot Street btwn East Dunne and Main	$ 358.00	$ -	$ 4,296.00	$ 171.84	$ 4,467.84
Bioswale West of Parking Garage	$ 80.00	$ -	$ 960.00	$ 38.40	$ 998.40
GRAND TOTAL	**$ 2,358.00**	**$ 230.00**	**$ 31,056.00**	**1,242.24**	**32,298.24**

ANNUAL GRAND TOTAL FOR CONTRACTED SERVICES	**$ 100,176.00**	**$ 4,007.04**	**$ 104,183.04**
Extra Services @ $30,000 per year	**$ 30,000.00**		**30,000.00**

SECOND AMENDMENT ANNUAL AMOUNT	**134,183.04**
CURRENT CONTRACT TOTAL THROUGH DECEMBER 2019	**259,892.00**
REVISED CONTRACT TOTAL THROUGH DEC. 2020	**394,075.04**

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

BRIGHTVIEW LANDSCAPE SERVICE, INC.
THIRD AMENDMENT TO MAINTENANCE SERVICE AGREEMENT
REVISED EXHIBIT B-SCHEDULE OF COMPENSATION RATES
August 19, 2020

Group 1: Park Mowing

	Monthly	# of months	Year 2 Annual Amt.	Year 3 4% Increase	Year 3 Annual Amt.	Year 4 Annual Amount
Community Park	$ 1,560.00	12.00	$ 18,720.00	$ 748.80	$ 19,468.80	$ 19,468.80
Galvan Park	$ 390.00	12.00	$ 4,680.00	$ 187.20	$ 4,867.20	$ 4,867.20
Paradise Park	$ 390.00	12.00	$ 4,680.00	$ 187.20	$ 4,867.20	$ 4,867.20
Diana Park	$ 135.00	12.00	$ 1,620.00	$ 64.80	$ 1,684.80	$ 1,684.80
Howard Weicert	$ 203.00	12.00	$ 2,436.00	$ 97.44	$ 2,533.44	$ 2,533.44
Nordstrom Park	$ 65.00	12.00	$ 780.00	$ 31.20	$ 811.20	$ 811.20
Jackson Park	$ 78.00	12.00	$ 936.00	$ 37.44	$ 973.44	$ 973.44
GRAND TOTAL			**$ 33,852.00**	**$ 1,354.08**	**$ 35,206.08**	**$ 35,206.08**

Group 3: Medians and Misc. Sites

	Monthly Maintenance	Irrigation	Year 2 Annual Amt.	Year 3 4% Increase	Year 3 Annual Amt.	Year 4 Annual Amount
Arterial Medians	$ 1,870.00	$ 224.00	$ 25,128.00	$ 1,005.12	$ 26,133.12	$ 26,133.12
East Dunne at Peppertree	$ 236.00	$ 24.00	$ 3,120.00	$ 124.80	$ 3,244.80	$ 3,244.80
Friendly Inn & Lot	$ 228.00	$ 32.00	$ 3,120.00	$ 124.80	$ 3,244.80	$ 3,244.80
El Dorado	$ 50.00	$ 15.00	$ 780.00	$ 31.20	$ 811.20	$ 811.20
Sunrise Meadows	$ 215.00	$ 45.00	$ 3,120.00	$ 124.80	$ 3,244.80	$ 3,244.80
GRAND TOTAL	$ 2,599.00	$ 340.00	**$ 35,268.00**	**$ 1,410.72**	**$ 36,678.72**	**$ 36,678.72**

Group 6: Downtown

	Monthly Maintenance	Irrigation	Year 2 Annual Amt.	Year 3 4% Increase	Year 3 Annual Amt.	Year 4 Annual Amount
3rd Street Landscape btwn Monterey and Depot	$ 240.00	$ 29.00	$ 3,228.00	$ 129.12	$ 3,357.12	$ 3,357.12
4th Street Landscape btwn Monterey and Depot'	$ 80.00	$ 10.00	$ 1,080.00	$ 43.20	$ 1,123.20	$ 1,123.20
County Courthouse	$ 240.00	$ 29.00	$ 3,228.00	$ 129.12	$ 3,357.12	$ 3,357.12
Train Station West of Tracks	$ 160.00	$ 19.00	$ 2,148.00	$ 85.92	$ 2,233.92	$ 2,233.92
Third Street Creek Park	$ 320.00	$ 38.00	$ 4,296.00	$ 171.84	$ 4,467.84	$ 4,467.84
Nob Hill Trail Park	$ 320.00	$ 38.00	$ 4,296.00	$ 171.84	$ 4,467.84	$ 4,467.84
Railroad Park	$ 320.00	$ 38.00	$ 4,296.00	$ 171.84	$ 4,467.84	$ 4,467.84
Downtown Parking	$ 240.00	$ 29.00	$ 3,228.00	$ 129.12	$ 3,357.12	$ 3,357.12
Depot Street btwn East Dunne and Main	$ 358.00	$ -	$ 4,296.00	$ 171.84	$ 4,467.84	$ 4,467.84
Bioswale West of Parking Garage	$ 80.00	$ -	$ 960.00	$ 38.40	$ 998.40	$ 998.40
GRAND TOTAL	**$ 2,358.00**	**$ 230.00**	**$ 31,056.00**	**1,242.24**	**32,298.24**	**$ 32,298.24**

Annual Total for Contracted Services	**$ 100,176.00**	**$ 4,007.04**	**$ 104,183.04**	**$ 104,183.04**
Allocation for Extra Services @ $30,000 per year	**$ 30,000.00**		**30,000.00**	**30,000.00**
Annual Contract Amount	**$ 130,176.00**		**134,183.04**	**134,183.04**

THIRD AMENDMENT ANNUAL AMOUNT	**134,183.04**
CURRENT CONTRACT TOTAL THROUGH DECEMBER 2020	**394,075.04**
REVISED CONTRACT TOTAL THROUGH DEC. 2021	**528,258.08**

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

BRIGHTVIEW LANDSCAPE SERVICE, INC.
FOURTH AMENDMENT TO MAINTENANCE SERVICE AGREEMENT
Part 1-REVISED EXHIBIT B-SCHEDULE OF COMPENSATION

Dated 9/3/2021

Group 1: Park Mowing

	Monthly	# of months	Year 2 Annual Amt.	Year 3 Annual Amt.	Year 4 Annual Amount	**Year 5 3% Increase**	**Year 5 Annual Amount**
Community Park	$ 1,560.00	12.00	$ 18,720.00	$ 19,468.80	$ 19,468.80	$ 584.06	$ 20,052.86
Galvan Park	$ 390.00	12.00	$ 4,680.00	$ 4,867.20	$ 4,867.20	$ 146.02	$ 5,013.22
Paradise Park	$ 390.00	12.00	$ 4,680.00	$ 4,867.20	$ 4,867.20	$ 146.02	$ 5,013.22
Diana Park	$ 135.00	12.00	$ 1,620.00	$ 1,684.80	$ 1,684.80	$ 50.54	$ 1,735.34
Howard Weicert	$ 203.00	12.00	$ 2,436.00	$ 2,533.44	$ 2,533.44	$ 76.00	$ 2,609.44
Nordstrom Park	$ 65.00	12.00	$ 780.00	$ 811.20	$ 811.20	$ 24.34	$ 835.54
Jackson Park	$ 78.00	12.00	$ 936.00	$ 973.44	$ 973.44	$ 29.20	$ 1,002.64
GRAND TOTAL			**$ 33,852.00**	**$ 35,206.08**	**$ 35,206.08**	**$ 1,056.18**	**$ 36,262.26**

Group 3: Medians and Misc. Sites

	Monthly Maintenance	Irrigation	Year 2 Annual Amt.	Year 3 Annual Amt.	Year 4 Annual Amount	**Year 5 3% Increase**	**Year 5 Annual Amount**
Arterial Medians	$ 1,870.00	$ 224.00	$ 25,128.00	$ 26,133.12	$ 26,133.12	$ 783.99	$ 26,917.11
East Dunne at Peppertree	$ 236.00	$ 24.00	$ 3,120.00	$ 3,244.80	$ 3,244.80	$ 97.34	$ 3,342.14
Friendly Inn & Lot	$ 228.00	$ 32.00	$ 3,120.00	$ 3,244.80	$ 3,244.80	$ 97.34	$ 3,342.14
El Dorado	$ 50.00	$ 15.00	$ 780.00	$ 811.20	$ 811.20	$ 24.34	$ 835.54
Sunrise Meadows	$ 215.00	$ 45.00	$ 3,120.00	$ 3,244.80	$ 3,244.80	$ 97.34	$ 3,342.14
GRAND TOTAL	$ 2,599.00	$ 340.00	**$ 35,268.00**	**$ 36,678.72**	**$ 36,678.72**	**$ 1,100.36**	**$ 37,779.08**

Group 6: Downtown

	Monthly Maintenance	Irrigation	Year 2 Annual Amt.	Year 3 Annual Amt.	Year 4 Annual Amount	**Year 5 3% Increase**	**Year 5 Annual Amount**
3rd Street Landscape btwn Monterey and Depot	$ 240.00	$ 29.00	$ 3,228.00	$ 3,357.12	$ 3,357.12	$ 100.71	$ 3,457.83
4th Street Landscape btwn Monterey and Depot'	$ 80.00	$ 10.00	$ 1,080.00	$ 1,123.20	$ 1,123.20	$ 33.70	$ 1,156.90
County Courthouse	$ 240.00	$ 29.00	$ 3,228.00	$ 3,357.12	$ 3,357.12	$ 100.71	$ 3,457.83
Train Station West of Tracks	$ 160.00	$ 19.00	$ 2,148.00	$ 2,233.92	$ 2,233.92	$ 67.02	$ 2,300.94
Third Street Creek Park	$ 320.00	$ 38.00	$ 4,296.00	$ 4,467.84	$ 4,467.84	$ 134.04	$ 4,601.88
Nob Hill Trail Park	$ 320.00	$ 38.00	$ 4,296.00	$ 4,467.84	$ 4,467.84	$ 134.04	$ 4,601.88
Railroad Park	$ 320.00	$ 38.00	$ 4,296.00	$ 4,467.84	$ 4,467.84	$ 134.04	$ 4,601.88
Downtown Parking	$ 240.00	$ 29.00	$ 3,228.00	$ 3,357.12	$ 3,357.12	$ 100.71	$ 3,457.83
Depot Street btwn East Dunne and Main	$ 358.00	$ -	$ 4,296.00	$ 4,467.84	$ 4,467.84	$ 134.04	$ 4,601.88
Bioswale West of Parking Garage	$ 80.00	$ -	$ 960.00	$ 998.40	$ 998.40	$ 29.95	$ 1,028.35
GRAND TOTAL	$ 2,358.00	$ 230.00	**$ 31,056.00**	**32,298.24**	**$ 32,298.24**	**$ 968.95**	**$ 33,267.19**

Annual Total for Contracted Services	**$ 100,176.00**	**$ 104,183.04**	**$ 104,183.04**	**$ 3,125.49**	**$ 107,308.53**
Allocation for Extra Services @ $30,000 per year	**$ 30,000.00**	**$ 30,000.00**	**$ 30,000.00**		**$ 30,000.00**
Annual Contract Amount	**$ 130,176.00**	**$ 134,183.04**	**$ 134,183.04**		**$ 137,308.53**

FOURTH AMENDMENT ANNUAL AMOUNT	**$ 137,308.53**
CURRENT CONTRACT TOTAL THROUGH DECEMBER 2020	**$ 528,258.08**
REVISED CONTRACT TOTAL THROUGH DECEMBER 2021	**$ 665,566.61**

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

Revised Exhibit B – Part2

Brightview Landscape Services Inc.
2021-2022 Landscape Maintenance Services
Revised Extra Work Hourly Rates

Extra Work-All Locations	Hourly Rate
LABOR RATE **including work truck & tools**	
Landscape Maintenance Laborer	$52.00
Landscape Maintenance Construction Laborer	$107.00
Landscape Pipefitter	$104.00
Landscape Assistant Journeyman	$73.70
Supervisor	Included in contract
EMERGENCY/AFTER HOUR RESPONSE LABOR RATE **including work truck and tools**	
Landscape Maintenance Laborer	$78.00
Landscape Maintenance Construction Laborer	$161.00
Landscape Pipefitter	$156.00
Landscape Assistant Journeyman	$127.50
Supervisor	Included in contract
EQUIPMENT	
Spray Equipment	$52.00
Tractor with implements	$78.75
Silt Seeder	n/a
Mower	n/a
SUPPLIES	
Material Mark-Up Over Cost	15%

Attachment: executed_Brightview Landscape Services Inc. - Fourth Amendment [Revision 1] (3177 : Brightview 1 3 6 Fourth Amendment)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: October 20, 2021

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

APPROVE CALTRANS DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT IN ASSOCIATION WITH THE EAST DUNNE AVENUE PAVEMENT REHABILITATION PROJECT

RECOMMENDATION(S)
Authorize the City Manager to execute and administer the Disadvantaged Business Enterprise (DBE) Implementation Agreement with the California Department of Transportation (Caltrans), subject to City Attorney review.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2020-2021 Strategic Priorities**
Enhancing Public Safety	Fiscal Sustainability
Maintaining Infrastructure	Transportation

REPORT NARRATIVE:
For fiscal year 2021-22, the Federal Highway Administration (FHWA) and Caltrans have programmed the City's East Dunne Avenue Rehabilitation Project to receive federal grant funding for the project's construction phase. This project will replace, repair, and/or overlay pavement along East Dunne Avenue between lower Thomas Grade to the eastern City limits and is scheduled for construction in late spring 2022.

As the City is in the process of applying to receive federal grant funding for this project, the City is required to comply with all the elements of Title 49 Code of Federal Regulations (CFR) 26 entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs", where these provisions apply to all federal-aid transportation projects. Some of the goals of the DBE Program include ensuring nondiscrimination in the award and administration of federal-aid contracts, creating a level playing field on which DBEs can compete fairly for federal-aid contracts, and fostering equal opportunity in federal-aid contracts. Entering into the DBE Implementation Agreement is the City's formal acknowledgement and commitment to implement the Caltrans' DBE program and comply with all of its requirements.

The City has previously approved DBE implementation agreements for past federal-aid projects in 2015 and 2009 for federal grant funding on the Monterey Road Preservation Project and 2009 Pavement Rehabilitation Projects. The current Caltrans DBE implementation agreement was updated in September 2020 with updates to the prompt payment provisions, which include more details on the timing of payments and inclusion

of California public contract code provisions. The Agreement, as published by Caltrans in the Local Assistance Procedures Manual, is attached. The blue font represents the revisions from the previous 2015 agreement.

The East Dunne Avenue Rehabilitation Project has been programmed to receive $857,000 in federal aid through the One Bay Area Grant Program (OBAG 2). The federal grant requires a minimum local funding match of $111,033 from the City. Staff recommends approval of the Caltrans DBE Implementation Agreement in order to comply with the federal grant requirements and be eligible to receive the $857,000 grant funding for this construction project, as well as any future FHWA transportation funding grant opportunities.

COMMUNITY ENGAGEMENT: Not Applicable
No community engagement was done on this specific Council item as there is no reasonable alternative action. The City works to inform the public of upcoming pavement maintenance projects well in advance of their occurrence.

ALTERNATIVE ACTIONS:
There is no reasonable alternative action. City Council could choose to not approve of the new DBE Implementation Agreement, however, this action would result in the loss of all of the Federal-Aid funding for the East Dunne Avenue Rehabilitation Project.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On April 4, 2018, the City Council approved a resolution of local support for this specific project and authorized the filing of the grant application.
- On November 4, 2015, City Council approved a Combination Race-Neutral/Race Conscious DBE Implementation Agreement for federally funded grant projects.
- On May 6, 2009, City Council approved a Race-Conscious DBE Implementation Agreement.

FISCAL AND RESOURCE IMPACT:
No fiscal impacts.

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

LINKS/ATTACHMENTS:
1. DBE Implementation Agreement

Exhibit 9-A: DBE Implementation Agreement for Local Agencies

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT

For the City/County of Morgan Hill, hereinafter referred to as "SUB-RECIPIENT."

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR 26.5.

II. Objective/Policy Statement (49 CFR 26.1 and 26.23)

SUB-RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, SUB-RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). SUB-RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to Local Agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR 26 requirements. It is the policy of SUB-RECIPIENT to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SUB-RECIPIENT's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in Federal-aid contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (49 CFR 26.7)

SUB-RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, SUB-RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

IV. Annual DBE Submittal Form (49 CFR 26.21)

SUB-RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed Local Agency DBE Annual Submittal Form (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY). This form must include the name, phone number, email address of the designated Disadvantaged Business Enterprise Liaison Officer (DBELO), and the choice of Prompt Pay Provision to be used by SUB-RECIPIENT for the following FFY.

V. Race-Neutral Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(a))

Caltrans expects SUB-RECIPIENT to meet the maximum feasible portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes when a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts). Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBE and other small businesses (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on SUB-RECIPIENT mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

VI. Race-Conscious Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(d))

SUB-RECIPIENT must establish DBE contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means.

VII. Quotas (49 CFR 26.43)

SUB-RECIPIENT will not use quotas or set-asides in any way in the administration of the Local Agency component of the DBE Program Plan.

VIII. DBE Liaison Officer (DBELO) (49 CFR 26.25)

SUB-RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the SUB-RECIPIENT, and ensures that the SUB-RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, email address, and an organization chart displaying the DBELO's position in the organization are found in Attachment A_____ to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the SUB-RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine DBE contract goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

IX. Federal Financial Assistance Agreement Assurance (49 CFR 26.13)

Each agreement SUB-RECIPIENT signs with Caltrans must include the following assurance: The SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR 26. The SUB-RECIPIENT shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUB-RECIPIENT's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUB-RECIPIENT of its failure to carry out its approved program, Caltrans may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract Sub-recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Sub-recipient deems appropriate.

X. DBE Financial Institutions (49 CFR 26.27)

SUB-RECIPIENT must investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI. Directory (49 CFR 26.31)

SUB-RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website.

XII. Required Contract Clauses (49 CFR 26.13 and 26.29)

For the purpose of this section, contractor also means consultant, and subcontractor also includes subconsultant. For prompt payment, the following State regulations are referenced: the California Business and Professions Code (CBPC), California Public Contract Code (CPCC) and California Civil Code (CCC).

SUB-RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SUB-RECIPIENT deems appropriate.

NOTE: This language is to be used verbatim, as is stated in Exhibit 12-G: Required Federal-aid Contract Language. See also 49 CRF 26.13(b).

B. Prompt Payment

Prompt Progress Payment to Subcontractors

The Local Agency shall require contractors and subcontractors to pay their subcontractors within seven (7) days for construction contracts, and within fifteen (15) days for consultant contracts, after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contract, and Section 3321 of the CCC for consultant contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

XIII. Local Assistance Procedures Manual (LAPM)

The SUB-RECIPIENT will advertise, award and administer Federal-aid contracts in accordance with the current Local Assistance Procedures Manual (LAPM) including Forms and Exhibits.

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

XIV. Vehicle Manufacturers/Specialized Equipment (§26.49)

If Federal-aid contracts will include vehicle/specialized equipment procurements, SUB-RECIPIENT will require each vendor, as a condition of being authorized to bid or propose on vehicle/specialized equipment procurements, to certify that it has complied with the requirements of 49 CFR 26.69.

XV. Reporting to the DLAE

SUB-RECIPIENT will promptly submit a copy of the Consultant Proposal DBE Commitment (Exhibit 10-O1) at the time of award of the consultant contract.

SUB-RECIPIENT will promptly submit a copy of Consultant Contract DBE Information (Exhibit 10-O2) or the Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) to the DLAE within 30 days after execution of consultant or construction contract.

SUB-RECIPIENT will promptly submit a copy of the Final Report-Utilization of DBE, First-Tier Subcontractors (Exhibit 17-F) of the LAPM, immediately upon completion of each consultant or construction contract.

XVI. Certification (§26.83(a))

SUB-RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program (CUCP) will participate as DBEs on Federal-aid contracts.

XVII. Confidentiality

SUB-RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

XVIII. Prompt Payment from the Local Agency to the Contractors (California Public Contract Code §20104.50)

The Local Agency shall make any progress payment within **30 days** after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Local Agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the Local Agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than **seven (7) days**, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

By: _____ Date: _____
(Signature)

Christina Turner, City Manager Phone #: 408.779.7271
(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

_____ Date: _____
(Signature of DLAE)

_____
(Print Name of DLAE)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

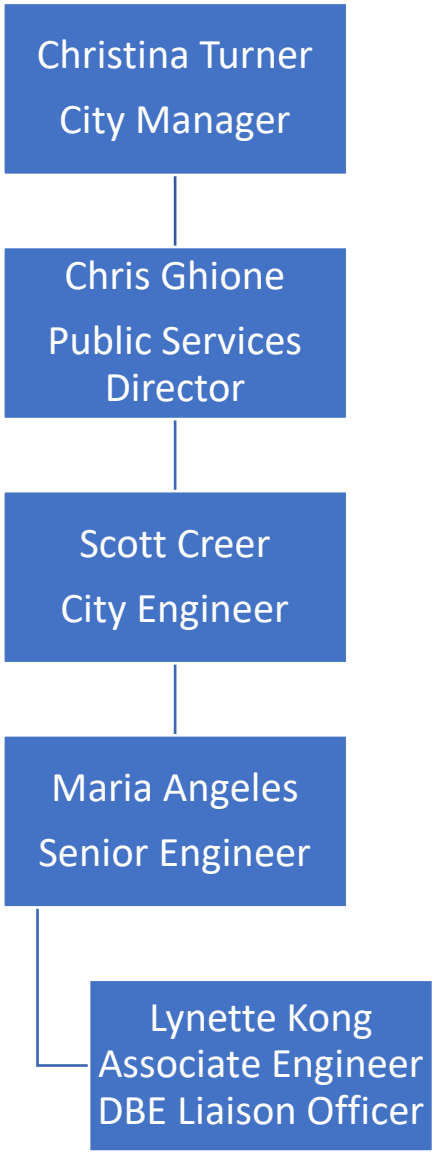
ATTACHMENT A
DBELO INFORMATION

Disadvantaged Business Enterprise Liaison Officer (DBELO):

Lynette Kong, Associate Engineer
Office: (408) 310-4714
Main: (408) 778-6480
Fax: (408) 779-7236
Email: lynette.kong@morganhill.ca.gov

Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

City of Morgan Hill Org Structure



Attachment: DBE Implementation Agreement [Revision 3] (3193 : Approve Caltrans' DBE Implementation Agreement)

CITY OF MORGAN HILL

Meeting Minutes
City Council

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

Wednesday, September 1, 2021 5:30 pm

Virtual Meeting

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 5:30 p.m. for the purpose of conducting a Water Workshop.

5:30 p.m. Water Workshop

7:00 p.m. Regular Meeting

SPECIAL MEETING

5:30 p.m. Water Workshop

CALL TO ORDER

Mayor Constantine called the meeting to order at 5:30 p.m.

ROLL CALL ATTENDANCE

City Manager Christina Turner called the roll.

Attendee Name	Title	Status	Arrived
Rich Constantine	Mayor	Remote	
John McKay	Mayor Pro Tem	Remote	
Gino Borgioli	Council Member	Remote	
Yvonne Martinez Beltran	Council Member	Remote	
Rene Spring	Council Member	Remote	

DECLARATION OF POSTING AGENDA

City Manager Christina Turner declared the posting of the agenda.

WORKSHOP

This workshop is intended to provide the City Council and community with background information on the City's water supply system ahead of review of the City's Urban Water Management Plan and Water Supply Contingency Plan.

See agenda materials in item #5 for additional information.

City Manager Christina Turner introduced the workshop and handed it over to Public Services Director Chris Ghione, Deputy Director of Utilities Services James Sylvain, and Program Administrator Anthony Eulo, who gave a presentation and answered questions.

Public comment opened at 6:49 p.m.

Ralph Covarrubias was called to speak.

There being no further requests to speak, public comment closed.

WORKSHOP PRESENTATION

REGULAR MEETING

The meeting recessed at 7:01 p.m. and reconvened at 7:11 p.m.

PROCLAMATIONS

Proclaiming the month of September 2021 as National Emergency Preparedness Month
Proclaiming the month of September 2021 as Childhood Cancer Awareness Month and
Honoring Jacob's Heart Children's Cancer Support Services

CITY COUNCIL REPORTS

Council Member Borgioli shared that the Llagas Creek Flood Project is progressing well. They feel that they would be able to send a letter to FEMA in the near future, claiming the relief of flood areas within the Downtown. They will also send a letter to insurance companies whereby the businesses and residents in the flood areas will have the option to opt out of flood insurance, it will no longer be mandatory. He shared that the Anderson Dam tunneling and piping project is also going well. He stated that Valley Water is seriously exploring the use of recycled water. Valley Water also announced that they are in a severe drought cycle, which is at level 3. They feel that if this goes on for 2-3 years we will be in a very bad position.

CITY MANAGER'S REPORT

City Manager Christina Turner announced that Morgan Hill Fire Chief Hess has been temporarily assigned as one of two agency administrators for the Caldor Fire. She shared that the County approved the funds for the Affordable Housing Project that recently came to the Council. The project includes 30 apartments for farmworkers, 80 units for rapid rehousing, as well as 24 units for low-income families. Funding for this project will come from Measure A funds and the City's contribution of $400,000. The Downtown Association has announced that they will not be doing their Safe Trick or Treat event this year. Similarly, the Chamber has announced that they will not be holding the Taste of Morgan Hill event this year. However, there will be an additional Friday Night Music event, which will continue through September. She concluded by speaking about some of the housing bills the City has been watching and advocating for. The City submitted a letter of opposition for SB8, which is an extension of SB330 until the year 2030, noting that the impacts of SB330 on Morgan Hill would be severe. We noted that its provisions

should be looked at closer to the actual sunset date rather than doing it now. This bill is waiting for signoff in the Senate Assembly Amendment, and it is expected to move it to the Governor's desk. SB9 would require that two residential units, not including accessory dwelling units, or two parcel lot splits be ministerially approved in a single-family residential zone provided that it meets certain requirements. The minimum unit size is at least 800 square feet in floor area on each parcel. We did submit a letter of opposition from the City continuing to push the fact that one size fits all regulation hurts cities like Morgan Hill. We emphasized that Morgan Hill has a proven commitment to providing affordable housing. We asked for clarity on the limitations with the law, time limits on obtaining building permits to allow the local regulations on lot sizes and adequate access for emergency vehicles. SB9 is on the Governor's desk. SB10 authorizes local governments to rezone single family neighborhoods for increased housing density up to 10 homes per parcel and makes that action exempt from CEQA. This requires local governments to adopt a resolution should they want to use SB10 in their communities. This can only be used in urban infill areas near high-quality public transportation, or a job rich area. We submitted a letter of opposition from the City continuing to push the fact that transit rich and job rich designations are one size fits all and they do not consider transit service levels. We emphasized our proven commitment to provide affordable housing.

CITY ATTORNEY'S REPORT

None.

OTHER REPORTS

None.

PUBLIC COMMENT

Public comment opened at 7:22 p.m.

Armando Benavides was called to speak.

There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Yvonne Martinez Beltran, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Constantine, McKay, Borgioli, Martinez Beltran, Spring

CONSENT CALENDAR

MOTION:

Approving the consent calendar items 1 through 4.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gino Borgioli, Council Member
SECONDER:	Yvonne Martinez Beltran, Council Member
AYES:	Constantine, McKay, Borgioli, Martinez Beltran, Spring

1. APPROVE ON-CALL WATER AND SEWER REPAIR AGREEMENTS

Recommendation:

1. Approve and authorize the City Manager to execute an agreement with West Valley Construction Company, Inc. in the not to exceed amount of $150,000 for on-call as needed water and sewer repairs; and
2. Approve and authorize the City Manager to execute an agreement with Pacific Underground Construction, Inc. in the not to exceed amount of $50,000 for on-call as needed water and sewer repairs.

2. APPROVE ANTENNA GROUND LICENSE AGREEMENT FOR NEW CELL TOWER AT THE OUTDOOR SPORTS CENTER AND RELATED SIDE LETTER AGREEMENT WITH FACILITY OPERATOR

Recommendation:

1. Authorize the City Manager to execute the Cell Tower Hosting Side Letter Agreement with MHOSC; and
2. Authorize the City Manager to execute the Antenna Ground License with New Cingular Wireless PCS for the siting of a new cell tower at the Outdoor Sports Center.

3. ADOPT RESOLUTION DECLARING THE SUMMARY VACATION OF A PORTION OF THE SUTTER BOULEVARD STREET EASEMENT, AND THE ADJACENT LANDSCAPE AND PUBLIC SERVICE EASEMENTS BETWEEN BUTTERFIELD BOULEVARD AND DIGITAL DRIVE

Recommendation:

1. Adopt resolution declaring the Summary Vacation of:
   a. A portion of Sutter Boulevard street easement between Butterfield Boulevard and Digital Drive; and
   b. Adjacent 15-foot wide Landscape and Public Service Easements on both sides of Sutter Boulevard between Butterfield Boulevard and Digital Drive;
2. Direct the City Clerk to file a certified copy of the Resolution of Vacation in the Office of the Recorder of Santa Clara County; and
3. Authorize the City Manager to sign Quitclaim Deeds of the vacated portion of Sutter Boulevard on behalf of the City and direct the City Clerk to file in the Office of the Recorder of Santa Clara County.

4. ADOPT RESOLUTION DECLARING THE SUMMARY VACATION OF A PORTION OF MONTEREY ROAD STREET RIGHT-OF-WAY, NORTH OF COCHRANE ROAD, AND RESERVATION OF A PUBLIC SERVICE EASEMENT

Recommendation:

1. Adopt resolution declaring the Summary Vacation of a portion of Monterey Road street right-of-way, north of Cochrane Road, and reservation of a public service easement;
2. Direct the City Clerk to file a certified copy of the Resolution of Vacation in the Office of the Recorder of Santa Clara County; and
3. Authorize the City Manager to sign Quitclaim Deeds of the vacated portion of Monterey Road on behalf of the City and direct the City Clerk to file in the Office of the Recorder of Santa Clara County.

PUBLIC HEARING

5. RECEIVE 2020 URBAN WATER MANAGEMENT PLAN AND 2020 WATER SHORTAGE CONTINGENCY PLAN

Recommendation:

1. Receive 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan; and
2. Open and close the public hearing for the 2020 Urban Water Management Plan and 2020 Water Shortage Contingency Plan.

Deputy Director of Utilities Services James Sylvain gave a presentation and answered questions.

The Public hearing opened at 8:24 p.m.
Armando Benavides was called to speak.
There being no further requests to speak, the public hearing closed.

RESULT:	**NO ACTION TAKEN**

OTHER BUSINESS

The meeting recessed at 8:34 p.m. and reconvened at 8:40 p.m.

6. APPROVE A DISPOSITION AND DEVELOPMENT AGREEMENT AMENDMENT AND AMENDMENT TO THE FISCAL YEAR 2021-22 BUDGET FOR THE DEPOT - LATALA PROJECT

Recommendation:

1. Adopt resolution authorizing the City Manager to execute an amendment to the Disposition and Development Agreement for the Hale Lumber site; and
2. Adopt resolution amending the Fiscal Year 2021-22 Budget appropriating $755,591 from the Public Facilities Fund (346) and $138,263 from the Undergrounding Fund (350).

Senior Planner Tiffany Brown and Development Services Director Jennifer Carmen gave a presentation and answered questions.

Public comment opened at 9:15 p.m.
Paul Latala was called speak.
There being no further requests to speak, public comment closed.

MOTION:
Approving the recommended action.

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	John McKay, Mayor Pro Tem
SECONDER:	Gino Borgioli, Council Member
AYES:	Constantine, McKay, Borgioli
NAYS:	Martinez Beltran, Spring

7. APPROVE POLICY CRITERIA FOR ONE-TIME AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR COMMUNITY ORGANIZATIONS

Recommendation:

Approve policy criteria for one-time ARPA funding to nonprofit organizations serving the residents and businesses of Morgan Hill.

Community Services Supervisor Nichole Martin gave a presentation and answered questions.

Public comment opened at 9:58 p.m. The following people were called to speak:
Nick Gaich
Roberto
Brittney Sherman
There being no further requests to speak, public comment closed.

MOTION:
Approving the recommended action, including state funding in the final criteria which excludes organizations that receive state funding from being prioritized, not to consider fee waivers as funding, requiring that the non-profits demonstrate how they served the community through COVID, and requiring that the non-profits be 501C3.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gino Borgioli, Council Member
SECONDER:	Yvonne Martinez Beltran, Council Member
AYES:	Constantine, McKay, Borgioli, Martinez Beltran, Spring

8. RECEIVE MONTHLY BUDGET UPDATE AND JULY 2021 FINANCIAL AND INVESTMENT REPORTS

Recommendation:

Accept and file report.

Finance Director Dat Nguyen gave a presentation and answered questions.

Public comment opened at 10:30 p.m.
Joe Baranowski was called to speak.
There being no further requests to speak, public comment closed.

RESULT:	**NO ACTION TAKEN**

9. ADOPT POLICY REGARDING THE APPOINTMENT OF EMERGENCY STANDBY COUNCIL MEMBERS

Recommendation:

Adopt resolution approving the City Council Policies and Procedures CP-21-01 “Appointment of Emergency Standby City Council Members.”

Emergency Services Coordinator Jennifer Ponce gave a presentation and answered questions.

Public comment opened at 10:40 p.m. There being no requests to speak, public comment closed.

MOTION:
Approving the recommended action adding the statement that emergency council members would only be called if there is a lack of a quorum and if there is no issue with incompatible offices.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rene Spring, Council Member
SECONDER:	Gino Borgioli, Council Member
AYES:	Constantine, McKay, Borgioli, Martinez Beltran, Spring

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran asked for a conversation on what and how we would allocate any additional monies from ERAF.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session items.

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 10:43 p.m. There being no requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 10:45 p.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Authority:	Gov. Code section 54956.8
Property:	APN's - 762-61-3052 (Community and Cultural Center)
Agency negotiator:	Christina Turner, City Manager and
	Chris Ghione, Public Services Director
Under negotiation:	Price and Terms of Lease

CONFERENCE WITH LABOR NEGOTIATORS

Authority:	Pursuant to Government Code Section 54957.6
City Negotiators:	Christina Turner City Manager; Donald Larkin, City Attorney;
	Michael Horta, Human Resources Director;
	Dat Nguyen, Finance Director
Employee Organization:	Morgan Hill Police Officers Association
	Employees Covered under Management Resolution #21-025
	AFSCME Local 101 Morgan Hill
	Community Service Officers Association

ADJOURNMENT

There being no further business, the meeting adjourned at 11:17 p.m.

MINUTES PREPARED BY:

Michelle Bigelow, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: October 20, 2021

PREPARED BY: Mariah Dabel, Community Services Supervisor
APPROVED BY: City Manager

APPROVE ONE-TIME AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY FUNDING REQUESTS

RECOMMENDATION(S)
Approve recommended funding requests for one-time ARPA funding to nonprofit organizations serving the residents and businesses of Morgan Hill.

COUNCIL PRIORITIES, GOALS & STRATEGIES
Ongoing Priorities
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust
Preserving Our Community History
Enhancing Equity
Diversity and Inclusiveness

REPORT NARRATIVE:
In March 2021, the American Rescue Plan Act (ARPA) of 2021 was signed into law. The ARPA provides additional funding for state and local governments and is intended to combat the COVID-19 pandemic, including public health and economic impacts. The City of Morgan Hill will receive one-time funding of $10.99 million in two tranches as part of the ARPA. The City Council has elected to make a portion of this funding available to qualifying nonprofit organizations serving the Morgan Hill community.

Following the discussion by the City Council at the Mid-Year Goal Review Workshop, City staff developed a list of policy criteria for proposed funding. The City Council amended and refined the ARPA Community Funding eligibility criteria and priorities at the September 1, 2021 City Council Meeting as described below.

To be considered for this one-time funding, applications are required to meet the following criteria:
• The organization requesting funding must be a charitable non-profit.
• The organization must show the funds will be used to support the community.
• Funds must be used for services for residents or businesses of the City of Morgan Hill.
• Requests for funding are for one-time use.

• The organization may not have received or be scheduled to receive other funding from the City of Morgan Hill (City of Morgan Hill fee waiver recipients are eligible to apply).

In evaluating funding requests, priority is to be given to organizations that:
• Can demonstrate they were significantly financially impacted by COVID-19.
• Can demonstrate a near term impact (1 year) by providing a direct service to Morgan Hill residents or businesses.
• Have not or are not scheduled to receive past COVID-19 related funding. (Including both Federal or State Funding)
• Can demonstrate how they supported the Morgan Hill community in response to COVID-19.

The ARPA Community Funding application was posted on the City website on September 8, 2021 with a deadline of September 22, 2021. Twenty-one (21) grant applications were received with an initial combined total of $505,130 in funding requests. The applications and supplemental materials are included as Attachment 2 to this report.

City staff reviewed funding applications for completeness and eligibility. Some applicants were asked to revise proposals or provide additional information. All revised applications were determined complete and eligible and were then evaluated by a review panel of City staff. The panelists rated applications using the priority criteria and met virtually to discuss the applications and make a recommendation for funding. A revised combined total of $340,130 in funding requests were evaluated.

The panelist rating of applications using the priority criteria is included as Attachment 1. The highest ranked applications were those from organizations that provided significant assistance to the Morgan Hill community during the COVID-19 pandemic and that presented a one-time project that would achieve a near-term impact through a direct service to the Morgan Hill community.

Nine of the ten highest ranked applications are recommended for funding. Should these applicants be funded at their requested amounts, this would result in a combined total funding award of $122,100. Staff therefore recommends reducing the funding award to 82% of each organization's request to allocate the $100,000 that has been appropriated.

ARPA Community Funding Applications Recommended for Funding		
St. Catherine - St. Vincent de Paul	$27,518	Financial assistance to families for utility bills.
Indian Association of South Santa Clara County (IASC)	$2,457	Care packages, groceries, tutoring for homeless, farmworkers, and community
Morgan Hill Kiwanis	$8,190	Spring 2022 scholarship program for graduating seniors impacted by pandemic

Community Agency for Resources, Advocacy and Services (C.A.R.A.S.)	$16,380	Outreach and case management assistance for past due rent support.
Community Solutions	$8,190	Emergency fund for clients (food, gas, utility bills, household needs)
Chabad South County Jewish Center	$8,190	Food care packages, social/cultural/ educational events
Morgan Hill Grange	$16,380	Air conditioner for user groups and to serve as a community cooling station
PitStop Outreach	$410	Facemasks, sanitizer for unhoused; mileage reimbursement for volunteers
Youth Alliance	$12,285	Health outreach campaign to neighborhoods disproportionately impacted by Covid-19
Total Funding Award:	**$100,000**	

One of the top-ranked funding requests is not recommended based on staff's understanding of the intended goal for the funds. The Morgan Hill Community Foundation requested $50,000 to facilitate two additional competitive grant cycles for local nonprofits. This presents a unique opportunity; however, staff are bringing forward a recommendation that would distribute funds directly to nonprofit service providers. Another $168,030 in requests from 11 organizations are not recommended for funding based on the priority ranking results and the limited funding allocation available.

COMMUNITY ENGAGEMENT: Inform

City staff informed the community about the ARPA Community Funding opportunity through multiple channels. The ARPA Community Funding application and call for proposals was posted on the City's website beginning September 8, 2021. The information was included in the City 411 and sent via email to Morgan Hill-serving nonprofit organizations and community partners including the Community Asset Builders and South County Collaborative participants, Morgan Hill Unified School District, and the faith-based community.

ALTERNATIVE ACTIONS:

1. The City Council could choose to exclude any applicants that received State or federal relief funding. Should this occur, Community Solutions ($10,000) and Youth Alliance ($15,000) would be impacted. The remaining top seven ranked applicants could receive 100% of their funding requests within the $100,000 appropriated.
2. The City Council could choose to appropriate an additional $22,100 to fully fund the top nine ranked funding requests.
3. The City Council could choose to include Morgan Hill Community Foundation in the funding award ($50,000) by reducing the amounts awarded to the other organizations and reducing the number of agencies receiving funding. Should this option be desirable, staff would recommend the top five highest ranked applications receive funding, resulting in a total funding award of $116,600. This is not recommended as many of the same organizations would likely compete for

MHCF's proposed competitive grant program. Additional funds would need to be appropriated.

4. The City Council could choose to provide other direction to staff and award funding as appropriate.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
Budget updates have been provided at City Council meetings since the COVID-19 pandemic began in Spring 2020. This specific funding was included in the August 18, 2021 Budget Amendments approved by the Council and was also discussed at the August 6, 2021 City Council Mid-Year Goal Setting Workshop. Funding criteria and priorities were determined at the September 1, 2021 City Council meeting.

FISCAL AND RESOURCE IMPACT:
The FY21-22 budget includes an allocation of $100,000 for ARPA community funding in the General Fund (010). Should the Council proceed with an alternate recommendation, additional funding would need to be allocated. The amount would be dependent on the final funding requests approved by Council.

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

LINKS/ATTACHMENTS:
1. Attachment 1 - ARPA Community Funding - Priority Rating and Recommendation
2. Attachment 2: ARPA Community Funding Applications (weblink)
3. Attachment 3 - ARPA Community Funding Agreement Template

City of Morgan Hill ARPA Community Funding
Panelist Rating of Applications Using Priority Criteria

Organization	Amount Requested	Recommendation: Fund Top Ranked Direct Service Requests @ 82% of Request	Alternative 1: Fund Top Ranked Direct Service Requests, Exclude State/Federal Funding Recipients	Alternative 2: Fund All Top Ranking Direct Service Requests at 100%	Alternative 3: Fund Top 5 Ranked Requests; Exclude State/Federal Funding Recipient	Funding Proposal	City, State, Federal Funding Received? 0 = No 1 = Yes	Reported Impact on Morgan Hill Community During COVID-19: 1: Significant Assistance to Highly Impacted Groups 2: Strong Assistance to Impacted Groups or General MH Community 3: Some Impact on MH Community 4: No or Very Minimal Impact	Demonstrate a near term impact (1 year) by providing a direct service to Morgan Hill: 1: Significant Assistance to Highly Impacted Groups 2: Strong Assistance to Impacted Groups or General MH Community 3: Some Impact on MH Community 4: No or Very Minimal Impact	Total
St. Vincent de Paul	$ 33,600	$ 27,518	$ 33,600	$ 33,600	$ 33,600	Financial assistance to families for utility bills; assistance enrolling in qualifying discounts	0	1.0	1.0	2.0
Morgan Hill Community Foundation	$ 50,000	$ -	$ -	$ -	$ 50,000	Two additional $25,000 grant cycles of disaster relief grants to nonprofits	0	1.3	1.3	2.7
Indian Association of South Santa Clara County (IASC)	$ 3,000	$ 2,457	$ 3,000	$ 3,000	$ 3,000	Care packages, groceries, tutoring for homeless, farmworkers, and community	0	1.7	1.0	2.7
Morgan Hill Kiwanis	$ 10,000	$ 8,190	$ 10,000	$ 10,000	$ 10,000	Spring 2022 scholarship program for graduating seniors impacted by pandemic	0	1.0	1.7	2.7
Community Agency for Resources, Advocacy and Services (C.A.R.A.S.)	$ 20,000	$ 16,380	$ 20,000	$ 20,000	$ 20,000	Outreach and case management assistance for past due rent support.	0	1.3	1.7	3.0
Community Solutions	$ 10,000	$ 8,190	$ -	$ 10,000	$ -	Emergency fund for clients (food, gas, utility bills, household needs)	1	1.0	1.0	3.0
Chabad South County Jewish Center	$ 10,000	$ 8,190	$ 10,000	$ 10,000	$ -	Food care packages, social/cultural/educational events	0	1.7	2.0	3.7
Morgan Hill Grange	$ 20,000	$ 16,380	$ 20,000	$ 20,000	$ -	Air conditioner for user groups and to serve as a community cooling station	0	2.0	2.3	4.3
PitStop Outreach	$ 500	$ 410	$ 500	$ 500	$ -	Facemasks, sanitizer for unhoused; mileage reimbursement for volunteers	0	2.3	2.0	4.3
Youth Alliance	$ 15,000	$ 12,285	$ -	$ 15,000	$ -	Health outreach campaign to youth and families - neighborhoods disproportionately impacted by Covid-19	1	1.7	1.7	4.3
Community Christian	$ 5,000	$ -	$ -	$ -	$ -	Children and youth outreach, youth social activities and family events, Wednesday social gatherings	1	1.0	2.7	4.7
Sourcewise	$ 10,000	$ -	$ -	$ -	$ -	Rides for approx. 40 low-income senior Morgan Hill residents: 10 door-to-door rides and taxi vouchers	1	1.3	2.3	4.7
DreamPower Horsemanship	$ 7,530	$ -	$ -	$ -	$ -	Free counseling, support groups for those affected by COVID: children and families, First Responders, veterans, children with special needs	0	2.3	2.3	4.7
South County Compassion Center	$ 20,000	$ -	$ -	$ -	$ -	Weekly popup marketplace: basic needs for unhoused residents - food, socks, water, hygiene items, shower/laundry vouchers; case manager info	1	3.0	1.7	5.7
Sobrato Murphy Music Association	$ 10,000	$ -	$ -	$ -	$ -	Student music program support: travel, music, supplies, scholarships	0	3.0	3.0	6.0

City of Morgan Hill ARPA Community Funding
Panelist Rating of Applications Using Priority Criteria

Morgan Hill Chamber of Commerce	**$ 50,000**	**$ -**	**$ -**	**$ -**	**$ -**	Program #1: Citywide Holiday Shopping Passport Program #2- Temporary Synthetic Outdoor Ice Skating Rink	**1**	**2.0**	**3.0**	**6.0**
Morgan Hill Art School	**$ 2,000**	**$ -**	**$ -**	**$ -**	**$ -**	Organization rent, utilities, insurance - art classes and community art programs.	**1**	**3.0**	**3.0**	**7.0**
Live the Dream Network, Inc.	**$ 7,500**	**$ -**	**$ -**	**$ -**	**$ -**	Seed money for fundraising events and PPE; replenish grant funds for youth certification tests, vocational courses	**1**	**3.0**	**3.3**	**7.3**
Coyote Creek Music	**$ 20,000**	**$ -**	**$ -**	**$ -**	**$ -**	Seed money for music festival and performances, COVID expenses for performers and audiences	**0**	**4.0**	**3.7**	**7.7**
Leadership Morgan Hill	**$ 26,000**	**$ -**	**$ -**	**$ -**	**$ -**	Replenish 2021 lost tuition for community leadership training	**0**	**4.0**	**4.0**	**8.0**
C.L.E.F.	**$ 10,000**	**$ -**	**$ -**	**$ -**	**$ -**	Replenish finances due to fundraiser cancellation for purchasing MHPD equipment	**0**	**4.0**	**4.0**	**8.0**
Total	**$ 340,130**	**$ 100,000**	**$ 97,100**	**$ 122,100**	**$ 116,600**					

MEMORANDUM OF UNDERSTANDING FOR FUNDING ASSISTANCE BETWEEN THE CITY OF MORGAN HILL AND

_____

FOR PROVISION OF SERVICES TO THE COMMUNITY

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into and becomes effective on_____(Effective Date), by and between the City of Morgan Hill, a municipal corporation, ("City"), and the _____, a California non-profit corporation ("PARTNER") hereinafter referred to collectively as "Parties."

RECITALS

The following recitals are a substantive part of the MOU:

1. Supporting Our Youth, Seniors and Entire Community is an ongoing City Council Priority.

2. PARTNER is non-profit organization that currently provides services to the Morgan Hill Community and desires to provide additional services to the Morgan Hill Community.

3. The City and PARTNER desire to support the diverse members of our community by expanding programs during the Covid-19 Pandemic.

AGREEMENT

1. **City Authority**. This MOU is entered into pursuant to action of the Morgan Hill City Council on October 20, 2021 to provide financial support to the PARTNER to support the services outlined in Exhibit 1.

2. **Term of Agreement**. The term of the MOU shall be until _____. The City Manager is authorized to extend this agreement for up to three additional years provided the funding allocated in Section 3 of this agreement has not been exhausted.

3. Funding Assistance and Collaboration. City and PARTNER will work together, as described in this section, to provide _____services to the Morgan Hill community.

3.1. PARTNER shall provide the services outlined in Exhibit 1 for the duration of this MOU.

3.2. PARTNER shall recognize the City as a partner in all related communications and onsite materials.

3.3. PARTNER shall be required to submit a report following the provision of services or annually, one year from the effective date, whichever is earlier. This report shall include a summary of the services provided including how funds were used and where services were provided, financial records documenting use of funding, and quantitative data on services provided.

3.4. City shall be allowed to market, promote, and advertise the _____ as a component of the City's Community Services system, including use of email blasts, social media posts and other communication means.

3.5. City shall assign a staff liaison to support the coordination of _____ services into the marketing and promotions plan for the Community Services Department.

3.6. City shall support PARTNER by providing one time funding of $_____.

Attachment: Attachment 3 - ARPA Community Funding Agreement Template [Revision 1] (3185 : APPROVE ONE-TIME AMERICAN RESCUE

4. **Termination**. City shall have the right to terminate this MOU, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. PARTNER shall have the right to terminate this agreement without cause, by giving thirty (30) days' written notice. Upon termination by PARTNER, PARTNER shall be required to refund funding provided by the City under this agreement.

5. **Hold Harmless**. PARTNER shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and its respective elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("Indemnitees") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to access, participation or attendance in PARTNER services implemented under this MOU.

6. **Document Review.** PARTNER will, upon reasonable advance written notice from City of not less than 30 days, make available for inspection to City, books and other documents relating to the services provided under this agreement.

7. **Notice.** Any notice or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery for five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended.

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

For PARTNER: _____
_____
_____
_____

Attachment: Attachment 3 - ARPA Community Funding Agreement Template [Revision 1] (3185 : APPROVE ONE-TIME AMERICAN RESCUE

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

ATTEST:

City Clerk/Deputy City

Clerk Michelle Bigelow
Print Name

Date:

APPROVED AS TO FORM

City Attorney

Donald A. Larkin
Print Name

Date:

CITY OF MORGAN HILL

City Manager

Christina Turner
Print Name

Date:

PARTNER

By:

Title:

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

Date:

By:

Title:

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

Date:

Attachment: Attachment 3 - ARPA Community Funding Agreement Template [Revision 1] (3185 : APPROVE ONE-TIME AMERICAN RESCUE

EXHIBIT A – SCOPE OF SERVICES

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: October 20, 2021

PREPARED BY: Matthew Mahood, Economic Development Director
APPROVED BY: City Manager

RECEIVE ECONOMIC DEVELOPMENT AND BUSINESS RECOVERY UPDATE

RECOMMENDATION(S)
Accept staff report and provide direction regarding the continuation of the Al Fresco Program through December 31, 2022.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2020-2021 Strategic Priorities
Community Outreach
Engagement and Messaging
Economic Development
Fiscal Sustainability
Transportation

GUIDING DOCUMENTS
Economic Blueprint

POLICY CONSIDERATION:
Should the City discontinue the Al Fresco Program at the end of 2021, or should the City extend the program along with the flexibility the City has afforded businesses during the Covid-19 pandemic to support outdoor activations and promote business recovery?

REPORT NARRATIVE:
Prior to the COVID-19 pandemic, the Economic Development team's work program was focused on creating fiscal sustainability by growing existing companies, attracting new industry, growing professional jobs, and advancing goals for healthcare, retail, innovation/advance manufacturing, and tourism. However, in response to the Covid-19 Pandemic, and per the May 20, 2020, City Council direction, staff pivoted the work program to respond to the needs of Morgan Hill's businesses and community. Over the last sixteen months, staff has implemented over a dozen Business Recovery programs while at the same time continuing to execute the strategies that support the Economic Blueprint and fiscal sustainability.

BUSINESS RECOVERY PLAN

1. **COVID-19 Business Recovery Plan** - The City hosted Business Resiliency Roundtables and Issued Newsletters to help keep local businesses informed, offer industry-specific resources, and facilitate peer-to-peer conversations.

2. **Al Fresco Program** - The City offered an expedited process for outdoor activation on the City's sidewalk and/or parking areas. The program is for restaurants, retailers, or service businesses. Currently, the City waives the encroachment permit fees and provides traffic safety devices (K-rail) if necessary. Current permits go through December 31, 2021.

3. **Parklet Pilot Program** - The City modified requirements and eased regulations allowing businesses to utilize their adjacent parking space for business expansion. Businesses were required to use an approved traffic safety device to create a barrier to protect space users from vehicles and comply with ADA requirements without having to build a deck.

4. **Place Branding Partnership** - Program offered up to $2,500 in grants for streetscape activation projects through art, landscaping, and beautification projects that are visible and enjoyable from the public right-of-way. Applicants were encouraged to partner with businesses and non-profits or organizations to leverage funds and resources. The City partnered with Home Depot and Ace Hardware and received a $5,000 contribution from Shoe Palace. The City issued four grants to support murals and parklets. A fifth grant is yet to be implemented to add lighting to the Oak Tree on 3rd Street.

5. **Guide to Recovery** – At the beginning of the pandemic, staff created Morgan Hill Ready, a guide to recovery for various industries with information from State, County, and Industry-specific recommendations and requirements for reopening.

6. **BUY LOCAL Campaign** - The City partnered with the Morgan Hill Chamber of Commerce to launch a BUY LOCAL campaign offering the business community a platform to increase product awareness and educate residents of the importance of shopping local and encourage more business-to-business transactions through product matchmaking. The campaign included the installation of Street Pole banners Downtown, banners at Al Fresco Parklets, decals at storefronts throughout the City, local newspaper advertorials, and social media and website promotions. The City continues to promote BUY LOCAL.

7. **"Sidewalk Saturdays"** - The City created an outdoor pop-up retail marketplace in the Fall of 2020, creating an opportunity for retailers that were not allowed at the Farmers Market or did not have a storefront to join an outdoor retail market Downtown. This effort was in conjunction with the BUY LOCAL campaign. A Spring relaunch of Sidewalk Saturdays took place May through July 2021 and is back for Fall 2021.

8. **Business Resources** - In partnership with the Small Business Development Center and other partners, the City hosted webinars for small businesses. Topics included

financing options related to the California Relief Grant Program, Restaurant Revitalization Program, Shuttered Venue Operators Grant, and Grow Morgan Hill Fund.

9. **Downtown Restaurants Outreach** - Hosted monthly Downtown restaurant roundtable meetings to share information on the latest programs and changes to guidelines and receive input and feedback on issues impacting local business recovery. These meetings are still ongoing, and through feedback received at these meetings, staff appointed a Morgan Hill Police Department liaison to the business community and created a Morgan Hill Police Department Cadet Ambassador program.

10. **Curbside Pickup Zones** – The City created a Curbside Pick Up Zone program for businesses throughout the City to help support business functions during the shelter in place. This effort relaxed on-street parking regulations and supplied signage to support curbside pickup activity.

11. **Downtown Monterey Road Visioning Summit** – the City, hosted the first outdoor, in-person, hybrid workshop with speakers from other communities to learn about reusing public space to support business recovery and create complete streets that support traffic calming and improve safety.

12. **Summer Outdoor Movie Series** - In partnership with the Morgan Hill Downtown Association, Morgan Hill Chamber of Commerce, and Visit Morgan Hill, the City launched a free outdoor movie series on Wednesday nights at the Downtown Amphitheater. An additional movie was added to support the local viewing of Survivor, featuring a local Morgan Hill resident. These efforts further supported our local business community and promoted the BUY LOCAL campaign.

Impacts and Results

While the impacts on business during the pandemic have been significant and the City's focus on providing information, tools, and resources has been extensive, the effect is difficult to measure. In tracking business license information, which is only one data point, from April 1, 2021, to September 10, 2021 – 263 businesses submitted new applications for business licenses, while only 186 businesses closed or didn't renew their business licenses. This is a net positive of 77 businesses. City staff will continue to monitor business license applications for trends.

Ensuring businesses had information about emergency financial assistance was a priority. Through August 2020, Morgan Hill businesses have received over $3.68M in funds from the California Small Business COVID-19 Relief Grant Program. The funds were distributed to over 293 businesses. The City continues to promote the availability of these funds to businesses and community non-profits who have not yet received a COVID-19 grant.

Industrial projects under construction were delayed and impacted by social distancing mandates, increased cost of materials, and labor shortages. Most of the projects in the

pipeline are back on schedule and moving forward. The most significant impact we have noticed has been on the hotel projects – one Downtown that had to stop construction due to lack of funding for subsequent construction phases, and a second one on Cochrane Road at the Evergreen Shopping Center. Staff is hopeful the Evergreen Shopping Center hotel will soon get an investor to buy and complete the project. However, the nature of the boutique hotel Downtown will require private investment, or the project will need to wait until the lodging industry has stabilized and traditional financing opens.

While the pandemic seems to have affected smaller businesses more disproportionately than larger businesses, small businesses continue to open storefronts in Morgan Hill. The vacancy rates for retail or industrial uses do not seem to be affected. The Downtown area appears to be thriving, with numerous restaurants opening, expanding, or signing leases during the pandemic. Recent news publications have recognized two of our Downtown restaurants for best outdoor dining in the Bay Area and one restaurant for being one of the top 19 vegan restaurants in the Nation. The shopping centers throughout the City remain stable with some temporary outdoor activations.

Post COVID-19 - Al Fresco Program and Code Enforcement

The Al Fresco Program and Parklet Programs implemented during the COVID-19 pandemic have been very successful. Likely, many businesses would not have survived these difficult times if it wasn't for these programs. Additionally, outdoor dining has become very popular with the public.

To enable restaurants and bars to expand outdoor operations to sidewalks and parking lots, the State enacted AB 61 by Assemblymember Jesse Gabriel and SB 314 by Senator Scott Wiener. These bills give businesses a one-year grace period to apply for permanent expansion after the end of the emergency for businesses that temporarily expanded their premises under this regulatory relief. The State also urges local governments to facilitate outdoor dining through local zoning and programs that support and promote expanded open-air, take-out, and delivery options.

The Al Fresco program was scheduled to end on December 31, 2021. This means that the City would no longer process expedited and streamlined Al Fresco applications, waive the Al Fresco Encroachment Fee, and provide orange water barricades. Businesses wishing to convert a parking space for outdoor dining or retail activation would have to apply for a Parklet permit, pay the required fees, do a full build-out of the Parklet and provide adequate public noticing.

If the Al Fresco Program is terminated as planned, the City would be removing temporary water barricades from all businesses. Businesses with Al Fresco would need to terminate their outdoor activations, and businesses with a Parklet permit would have to install a structural engineer-approved traffic safety device to replace the orange water barricades. This could potentially eliminate the Al Fresco activations for Craft Roots, Papa's Place, and CreAsian.

Many restaurants located within shopping centers on private property have used variations of the Al Fresco program to create new outdoor dining spaces. There is significant inconsistency in the design standards and application of City regulations in how these spaces are built and utilized. The City has not been enforcing non-safety regulations that would otherwise restrict these activations per the City's Emergency Ordinance. With recent State legislation, these outdoor dining activations are expected to continue.

City staff will begin reviewing options for operating permits, how to best address the needs of businesses, and evaluate whether right-of-way or parking spaces within an existing shopping center are needed for some businesses. The City could create an outdoor dining permit, standards for an existing permit type (Conditional Use Permit (CUP) or Temporary Use Permit (TUP)), or establish standards for all types of outdoor dining. To support these outdoor dining activations on private property, deviations from parking standards would likely have to be implemented.

As this date quickly approaches, staff is seeking direction regarding Council's interest in continuing the Al Fresco and Parklet Programs beyond December 31, 2021.

RECOMMENDATION

The impacts of the COVID-19 pandemic are far from over. While transmission rates continue to be in flux, businesses are still in recovery mode. Consistent with recent State action, staff recommends a continuation of the Al Fresco and Parklet Programs, encouragement of outdoor dining, and a continued relaxation of non-life and safety code compliance violations through December 31, 2022. This would allow many businesses the flexibility to remain viable and survive the pandemic. In addition, this would allow City staff the time to develop a "pathway to permanence" where we create a sustainable Parklet Program and Al Fresco Program with the objectives to a) support the business community's continued need and desire for outdoor dining and retail options, b) create community space for temporary activations, and c) implement more consistency in the design and permit standards. City staff would develop specific policies and standards for activations in both the public right away and on private property.

Next Steps beyond COVID-19 Business Recovery

In addition to continuing to support the business recovery efforts, the Economic Development team will continue to work on several key goals listed in the 2020-21 work program, including:

1. Support Monterey Road Traffic Calming and Beautification Project
2. Initiate Industrial Preservation Policy
3. Initiate a Downtown Property Business Improvement District
4. Support Expansion of Healthcare Facilities
5. Initiate Auto Dealer Recruitment Strategy
6. Create a Hotel Development Incentive Strategy
7. Relaunch OpenCounter

The team will also continue with current activities supporting businesses with: a) collecting and disseminating information to employers and employees, b) continue with business outreach, c) outreach to the development community, d) providing technical and financial resources in partnership with community partners, and e) continue to identify and evaluate business resiliency strategies.

COMMUNITY ENGAGEMENT:
Staff has discussed these strategies and policy considerations with Morgan Hill Chamber of Commerce, the Morgan Hill Downtown Association, the Downtown Restaurant Group, the Downtown Working Group, and Visit Morgan Hill. This report serves to inform the Council and community on potential next steps.

ALTERNATIVE ACTIONS:
The Council may provide additional policy direction on the Al Fresco and Parklet programs or comment on the proposed priorities for the 2022 Economic Development activities.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
In 2017, the City Council approved the Economic Blueprint that provides direction on the Economic Development work program priorities.

On May 6, 2020, City Council directed staff to develop recommendations for an economic recovery plan that responds to the local business community's needs. Staff discussed economic recovery ideas at the May 20, 2020, City Council meeting and provided an update on June 6, 2020, on the specific actions that would be initiated.

On May 19, 2021, the City Council approved the Downtown, Monterey Road Traffic Calming and Beautification project and directed staff to design a Lane Reduction Project that improves accessibility, increases safety, and creates additional space for community members and businesses

FISCAL AND RESOURCE IMPACT:
There is no fiscal impact associated with the recommendations in this report.

CEQA (California Environmental Quality Act):
Not a Project – the Economic Development work plan is an administrative activity of government that will not result in direct or indirect physical changes in the environment. While some projects on the work plan may result in changes to the physical environment, those projects will undergo appropriate environmental review on a project-by-project basis to meet CEQA requirements.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: October 20, 2021

PREPARED BY: Dat Nguyen, Finance Director
APPROVED BY: City Manager

RECEIVE MONTHLY BUDGET UPDATE; SEPTEMBER 2021 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

RECOMMENDATION(S)
Accept and file report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities	**2020-2021 Strategic Priorities**
Maintaining Infrastructure	Community Outreach
Preserving and Cultivating Public Trust	Engagement and Messaging
	Fiscal Sustainability

REPORT NARRATIVE:
As part of the City Council's expectation to maintain a high level of transparency and to be responsible stewards of public funds, staff is providing this monthly budget update, along with the September 2021 financial and investment reports (Attachment 1 and 2).

September 2021 Financial Report

The Revenue and Expense Summary through the first quarter of the fiscal year 2021-22 is included on the first page of the monthly financial report (Attachment 2). Overall, General Fund revenues total $4.3 million or about 9% of the budget as some of the major revenue categories are received later in the fiscal year. Expenditures, including encumbrances, amounted to $12.1 million or 25% of the budget.

Budget Update

There has been no material change to the City's revenue since the last budget update to the Council on September 1, 2021, except Recreation Services revenues continue trending below budget. The indoor mask mandate which serves as an important tool to prevent the spread of coronavirus, regardless of vaccination status, is having a negative impact to the membership drive. In addition, facility rental revenue for the year is expected to be minimal compared to prior years. However, staff is hopeful that the net impact won't be significant as staff expects to further implement cost containment strategies to offset the reduction in revenue.

City Manager's Authority Report

Pursuant to the City Council Policy 18-05 – Report on delegation of authority to City Manager, Page 17 of Attachment 2 lists the contracts and or agreements between $25,000 to $60,000, or the limit of the California Uniform Public Construction Cost Accounting Act (CUPCCAA), entered into by the City Manager since the last report from August 6, 2021 through October 8, 2021.

COMMUNITY ENGAGEMENT: Inform
Finance staff prepares these financial reports to inform City officials, the Council, the community, and various lenders and stakeholders about the financial health of the organization, which assists each one of the interested parties in making sound financial and investment decisions.

ALTERNATIVE ACTIONS:
No alternative action is recommended, as this is a monthly financial report on City transactions which have already occurred.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council receives and files the financial and investment report for each month. At the September 16, 2015 meeting, City Council recommended monthly financial and investment reports be agendized under the Consent Agenda, and quarterly financial and investment reports be presented to City Council as an “Other Business” item. Beginning in FY 2020-21, budget reports will be presented to the Council monthly.

FISCAL AND RESOURCE IMPACT:
The preparation of the report is a part of the Finance workplan.

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

This report is not a project, as defined in Section 15378 of the State CEQA Guidelines. Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

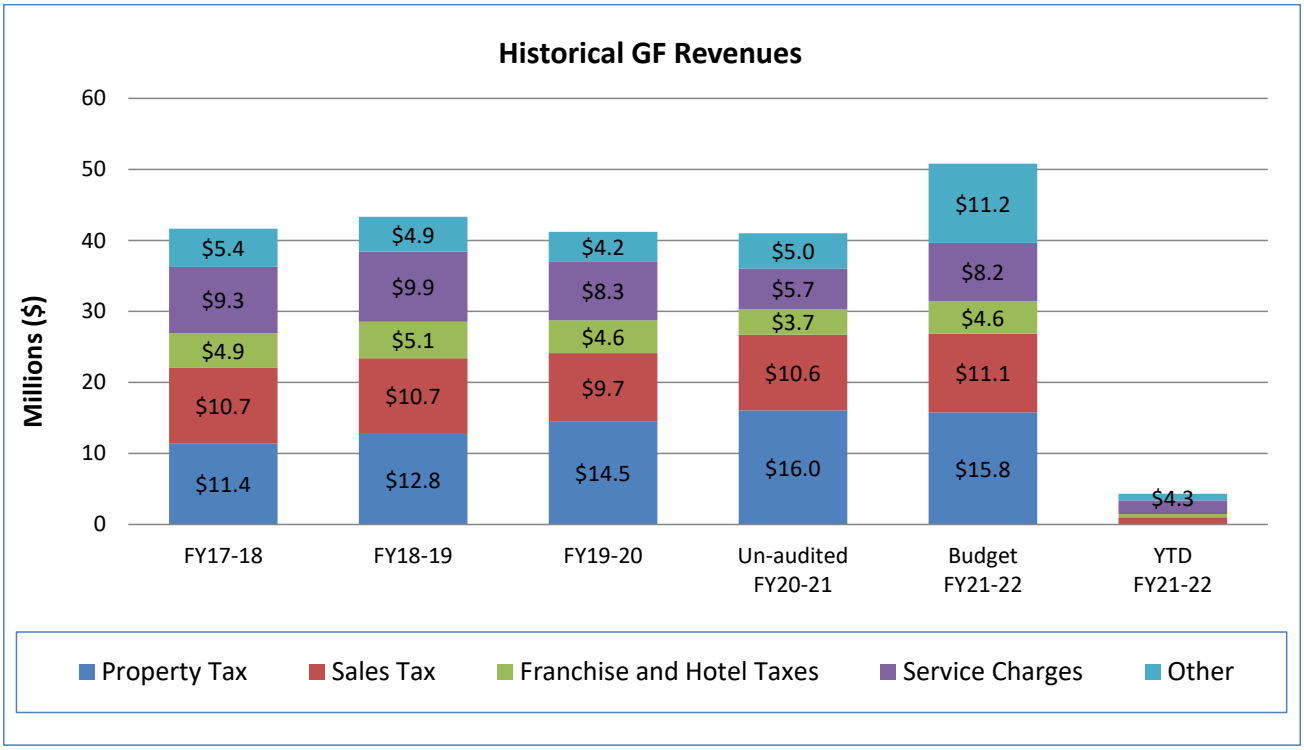
LINKS/ATTACHMENTS:
1. September 2021 Financial Statement Analysis
2. September 2021 Financial and Investment Report

CITY OF MORGAN HILL

CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2021-22
FOR THE MONTH ENDED SEPTEMBER 2021 – 25% OF YEAR COMPLETE

Attachment: September 2021 Financial Statement Analysis [Revision 2] (3191 : Monthly Budget Update; September 2021 Financial and

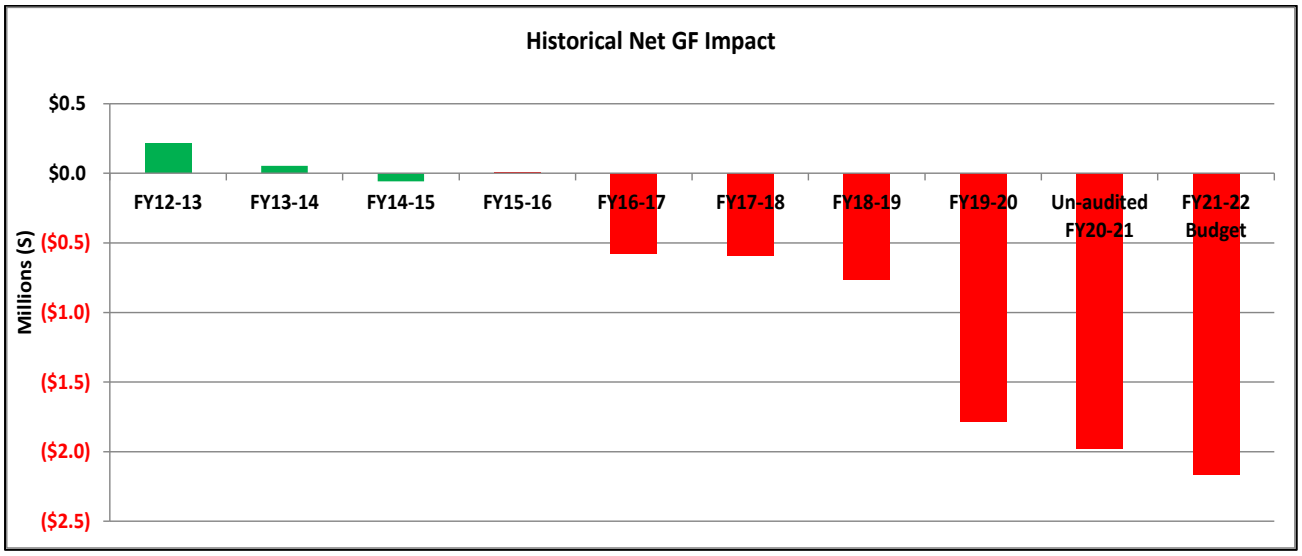
- **General Fund** Revenues through September totaled $4.3 million, or about 9% of the budgeted revenues as some of the major revenue categories such as property tax are received later in the fiscal year. With respect to the property tax revenue forecast, on August 20, 2021, the Controller-Treasurer's Department of the County of Santa Clara notified the cities and agencies within the County that the State of California Controller's Office agreed with the County's methodology of calculating excess Educational Revenue Augmentation Fund (ERAF), therefore, set aside provision is no longer required. What this means is the City of Morgan Hill is expecting to receive an additional $650,000 in excess ERAF for FY2021-22. However, the County cautioned cities and agencies in planning and budgeting this source of revenue as future legislation could impact the calculation methodology. The increase in excess ERAF distribution is mainly due to the growth of property tax outpacing the growth of school funding requirement and this revenue stream is becoming a large revenue category for the City in recent years. Morgan Hill begun to receive excess ERAF distribution in FY2013-14 in the amount of $13,000 and it has grown to about $1.9 million in last fiscal year FY2020-21.
The chart below shows historical General Fund revenues by major revenue category from FY17-18 through FY19-20 Actual, Un-audited FY20-21, FY21-22 Budget, and YTD as of September 30, 2021.



General Fund expenditures and encumbrances as of September 30, 2021 totaled $12.1 million, of which approximately $2.3 million is attributable to outstanding encumbrances.

- **Community Services** - The Community Services Department's recreation operations, as reflected in the schedule presented on page 4 of the Monthly Financial and Investments Reports, shows a negative impact to the General Fund of approximately $1.6 million as of September 30, 2021. The large budgeted operating loss for recreation operations reflect the restrictions and limited opening of

recreation facilities since March 2020 due to shelter-in-place order as a result of coronavirus pandemic and continued indoor mask mandate which is having a negative impact to the membership drive.



Due to longstanding governmental accounting and budgeting convention, the City's recreation operations are not charged for indirect costs (known in Morgan Hill as "General Fund Administration") from the central services departments of City Attorney, City Manager, and Administrative Services. The City's other governmental funds, such as Community Development, and the proprietary funds, such as Water and Wastewater, and the Information Services Fund, are assessed such charges through the City's indirect cost allocation plan, prepared in compliance with the Federal government's OMB Circular No. A-87, which mandates certain calculation and cost allocation practices that must be followed in order to qualify for Federal grant funding, but which also represent best practice for non-grant funded City operations like utilities and information services.

- **Development Services Fund –** Revenues through September totaled $1.2 million. Expenditures, including encumbrances, totaled $1.3 million. The fund is budgeted at a higher revenue at $5.3 million compared to recent years actuals primarily due to the anticipated completion of the updated fee study. Staff, with the assistance of the consultant, is in the process of finalizing a fee study to update the current fees which were developed over five years ago and anticipated its completion in the fall or early winter.

- **Debt Service Funds –** Expenditures through September totaled $3,672. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued, and are budgeted for in the months delineated in the underlying bond documents. The General Fund's portion of the annual debt service payments is approximately $200,000, less than one percent of the General Fund's budgeted revenues.

Attachment: September 2021 Financial Statement Analysis [Revision 2] (3191 : Monthly Budget Update; September 2021 Financial and

CITY OF MORGAN HILL

CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2021-22
FOR THE MONTH ENDED SEPTEMBER 2021 – 25% OF YEAR COMPLETE

- **Wastewater Operations –** Revenues from Sewer Operations through September totaled $2.5 million. Expenditures and outstanding encumbrances totaled $3.5 million or 25% of the budget. The table below shows historical Sewer Operations revenues and expenditures from FY17-18 through FY19-20 Actual, Un-audited FY20-21, FY21-22 Budget, and YTD as of September 30, 2021.

(amount in millions)	FY17-18	FY18-19	FY19-20	Un-audited FY20-21	Budget FY21-22	YTD FY21-22
Revenues	10.3	11.4	11.9	13.3	14.1	2.5
Expenditures	10.8	11.4	12.3	13.3	14.0	3.5
Operating Margin	(0.5)	-	(0.4)	-	0.1	(1.0)
Operating Margin without Encumbrances	(0.3)	0.4	(0.1)	-	0.1	(0.9)

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues from Water Operations through September totaled $3.2 million. Water Operations expenditures, including outstanding encumbrances, totaled $4.2 million through Sept. The table below shows Water Operations revenues and expenditures from FY17-18 through FY19-20 Actual, Un-audited FY20-21, FY21-22 Budget, and YTD as of September 30, 2021.

(amount in millions)	FY17-18	FY18-19	FY19-20	Un-audited FY20-21	Budget FY21-22	YTD FY21-22
Revenues	13.0	14.2	15.3	16.5	16.3	3.2
Expenditures	12.1	14.3	16.4	16.5	16.4	4.2
Operating Margin	0.9	(0.1)	(1.1)	-	(0.1)	(1.0)
Operating Margin without Encumbrances	1.4	0.8	(0.1)	-	(0.1)	(0.2)

- **Investments –** Three securities were called and six securities were purchased. Total interest earnings received on investments were $72,000 during the month.

Attachment: September 2021 Financial Statement Analysis [Revision 2] (3191 : Monthly Budget Update; September 2021 Financial and

CITY OF MORGAN HILL

Monthly Financial and Investment Reports

September 30, 2021 - 25% of Year Complete

CITY OF MORGAN HILL

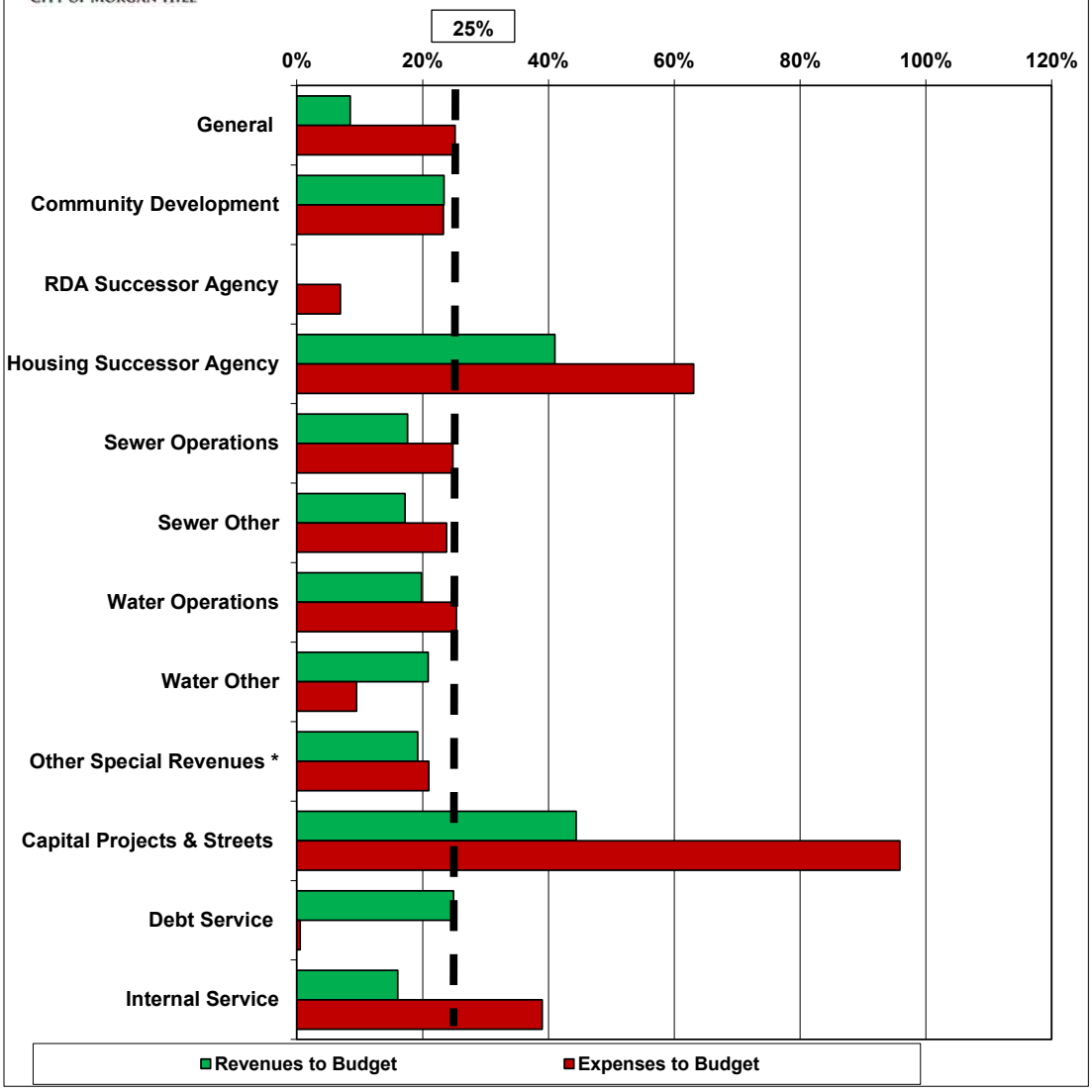
Prepared by:

FINANCE DIVISION

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

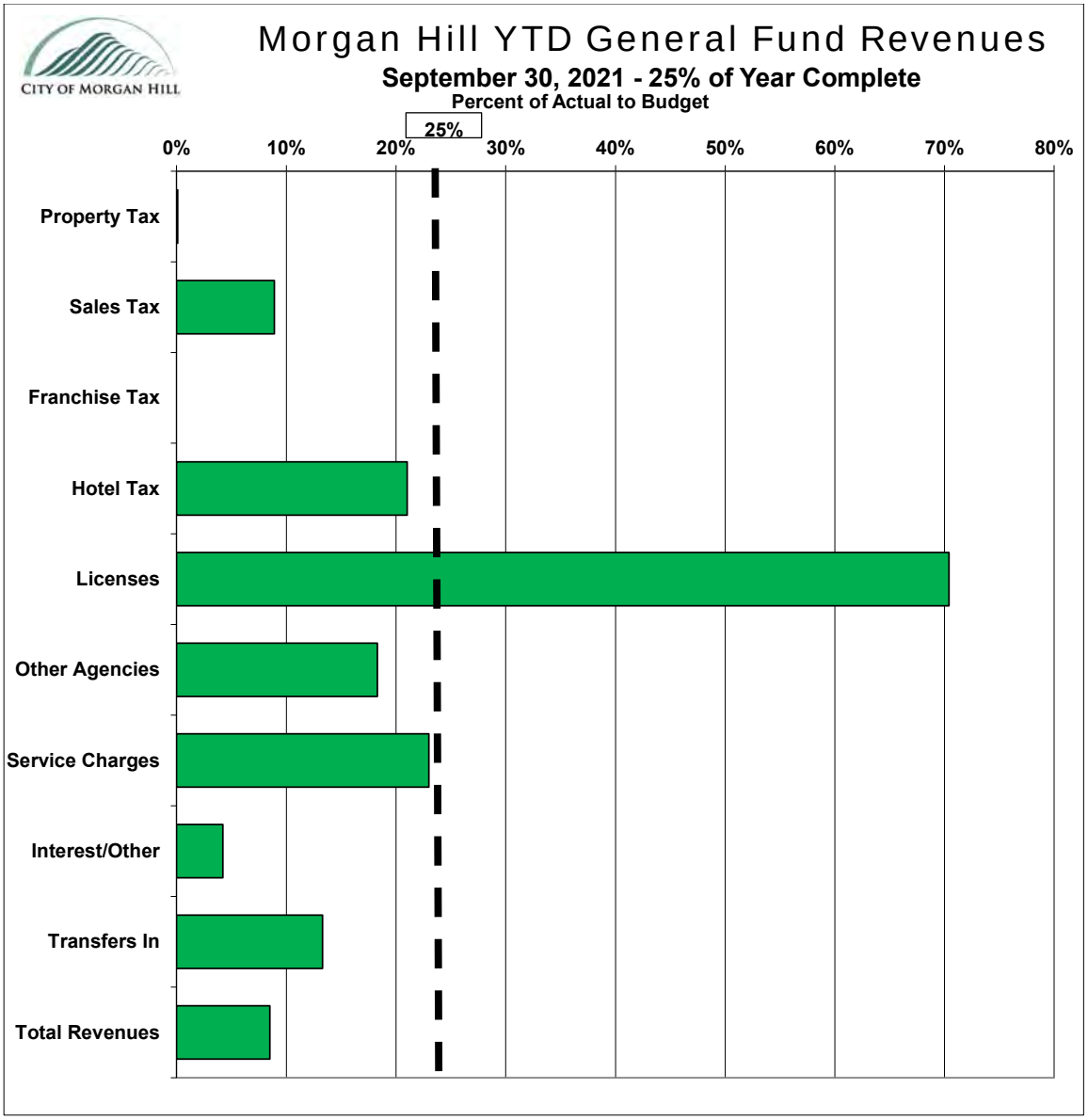
Morgan Hill YTD Revenue & Expense Summary

September 30, 2021 - 25% of Year Complete



FUND NAME	REVENUES ACTUAL	REVENUES % OF BUDGET	EXPENSES ACTUAL PLUS ENCUMBRANCES	EXPENSES % OF BUDGET
General	$ 4,320,291	9%	$ 12,117,468	25%
Community Development	1,237,005	23%	1,292,546	23%
RDA Successor Agency	-	n/a	481,582	7%
Housing Successor Agency	88,349	41%	633,002	63%
Sewer Operations	2,481,035	18%	3,470,923	25%
Sewer Other	2,060,081	17%	6,771,254	24%
Water Operations	3,235,658	20%	4,150,192	25%
Water Other	1,467,779	21%	704,085	9%
Other Special Revenues *	1,039,281	19%	1,013,109	21%
Capital Projects & Streets	7,729,998	44%	31,185,288	96%
Debt Service	172,698	25%	3,672	1%
Internal Service	2,083,349	16%	4,877,242	39%
TOTAL FOR ALL FUNDS	$ 25,915,524	17%	$ 66,700,362	38%

* Includes all Special Revenue Funds except Community Development, Street Funds, and RDA and Housing Successor Agencies.

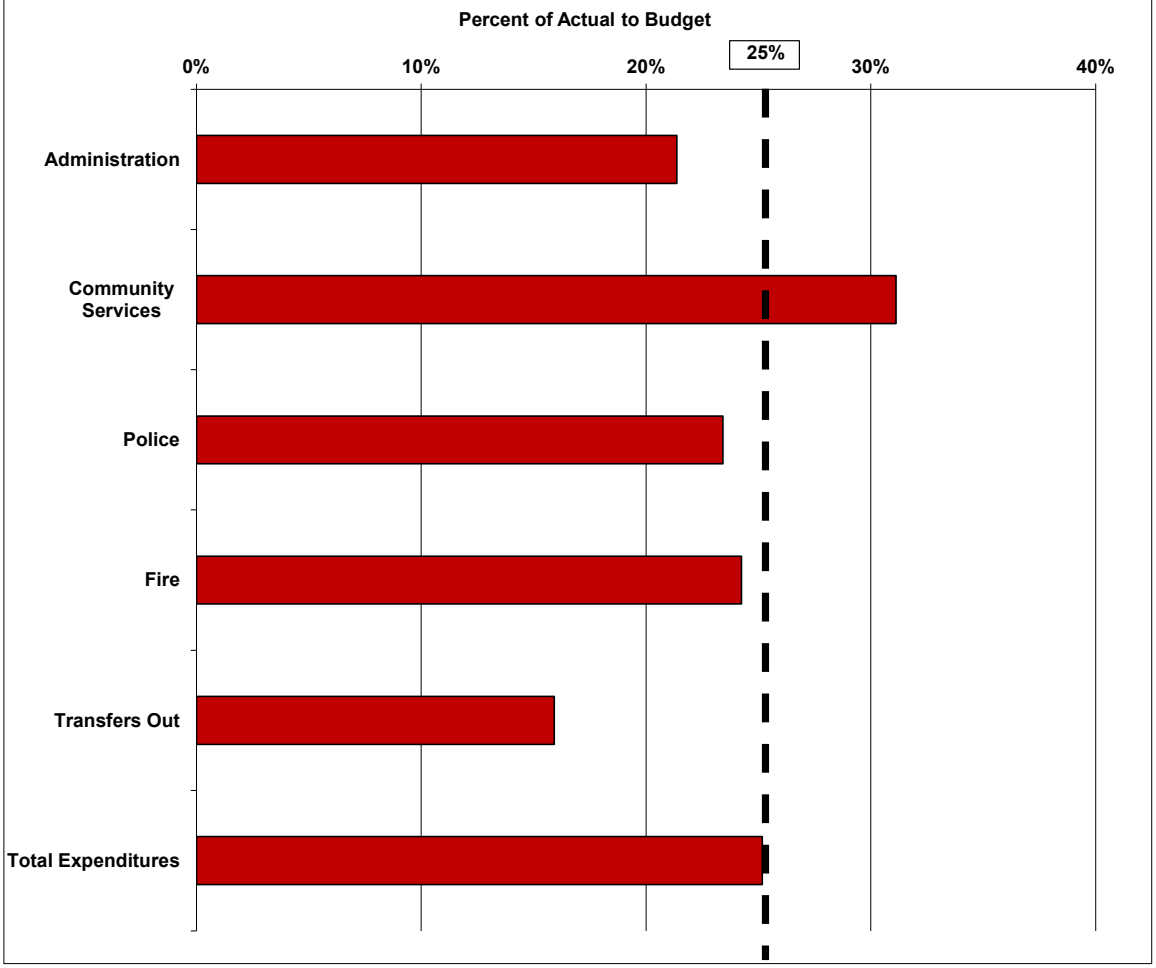


REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	$ 15,771,000	$ 15,178	0%	$ 39,811	-62%
Sales Tax	11,098,601	986,318	9%	857,272	15%
Franchise Tax	2,375,000	-		35	-100%
Hotel Tax	2,235,300	468,312	21%	226,152	107%
Licenses	198,825	139,994	70%	108,234	29%
Other Agencies	653,658	119,812	18%	11,148	975%
Service Charges	8,164,851	1,877,689	23%	1,248,994	50%
Interest/Other	7,230,495	301,913	4%	292,735	3%
Transfers In	3,093,579	411,075	13%	415,963	-1%
TOTAL REVENUES	$ 50,821,309	$ 4,320,291	9%	$ 3,200,342	35%

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

Morgan Hill YTD General Fund Expenditures

September 30, 2021 - 25% of Year Complete



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YTD PLUS ENCUMBRANCES	% CHANGE FROM PRIOR YEAR
Administration	$ 5,878,826	$ 1,256,350	21%	$ 1,127,089	11%
Community Services	13,733,468	4,274,123	31%	3,423,755	25%
Police	19,063,242	4,464,048	23%	4,239,063	5%
Fire	7,388,401	1,791,271	24%	1,916,073	-7%
Transfers Out	2,083,681	331,677	16%	142,791	132%
TOTAL EXPENDITURES	$ 48,147,618	$ 12,117,468	25%	$ 10,848,771	12%

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

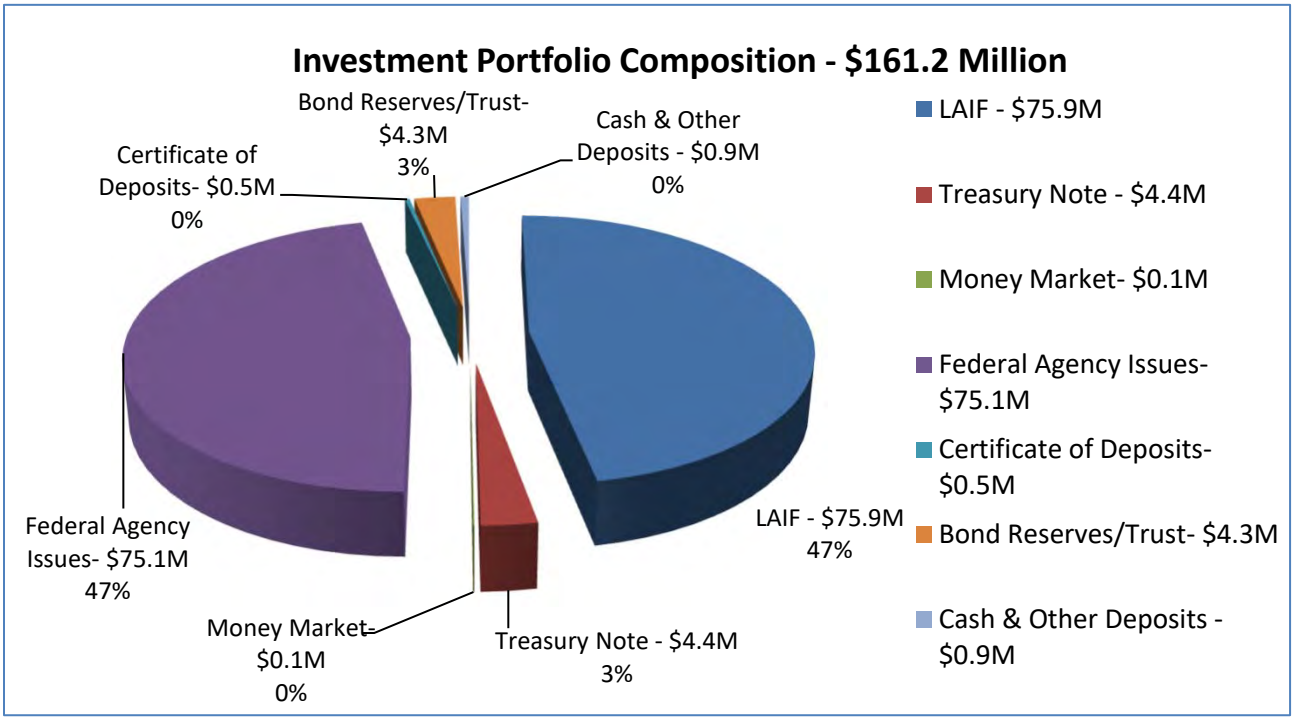
City of Morgan Hill
Recreation Report - Fiscal Year 2021-22
For the Month and Three Months Ended September 30, 2021
25% of Year Complete

	Budget	September 2021	YTD	% of Budget
Revenues				
Membership Services & Rec Programs	$ 4,713,801	$ 309,259	$ 1,152,987	
Facility Rentals	506,683	33,242	116,367	
Community Services	79,000	1,691	37,136	
Transfers in	75,000	6,250	18,750	
Total Revenues	$ 5,374,484	$ 350,443	$ 1,325,240	25%
Less: Expenditures				
Membership & Program Services	$ 5,594,211	$ 296,146	$ 1,296,607	
Facility Rentals	1,313,549	41,994	120,145	
Community Services	641,554	33,455	98,105	
Total Expenditures	$ 7,549,315	$ 371,593	$ 1,514,857	20%
Net Impact without encumbrances	**$ (2,174,831)**	**$ (21,150)**	**$ (189,617)**	
Encumbrances	-	-	1,406,878	
Net Impact with encumbrances	**$ (2,174,831)**	**$ (21,150)**	**$(1,596,495)**	

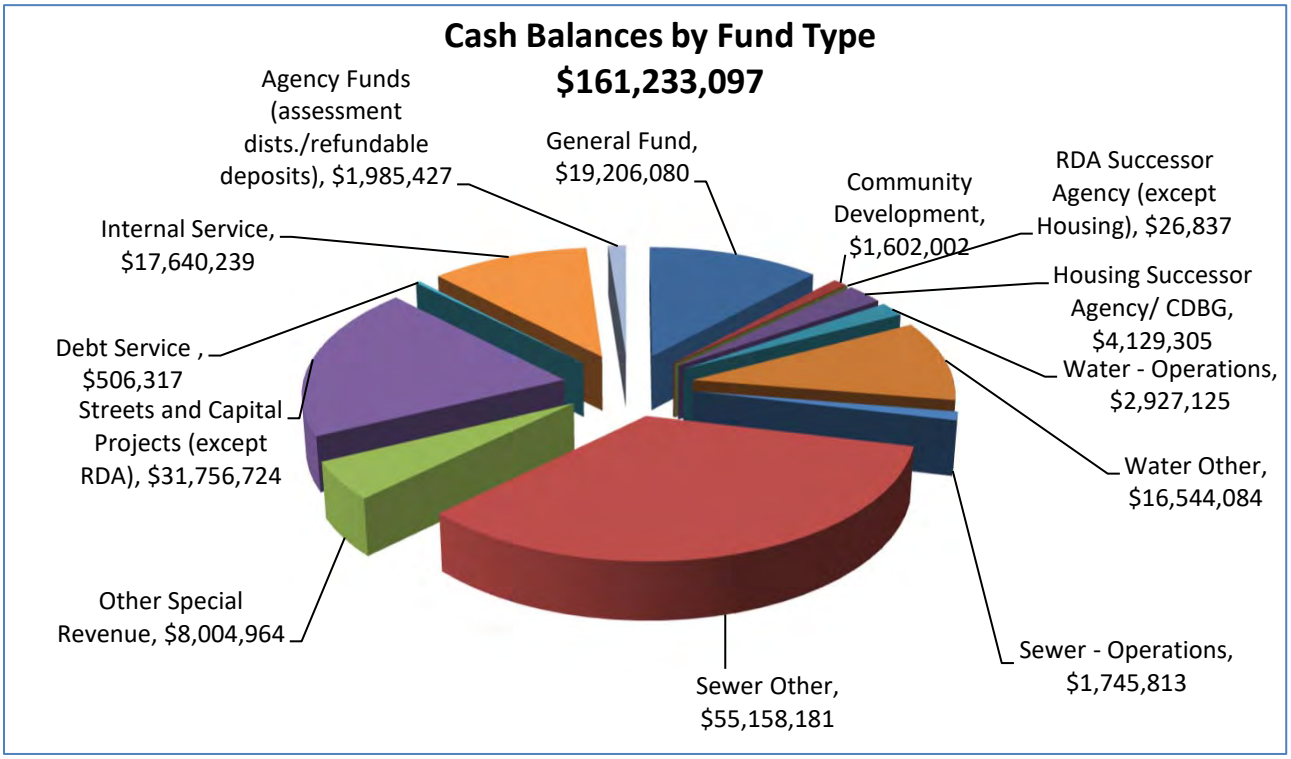
Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

City of Morgan Hill
Monthly Investment Report - September 31, 2021

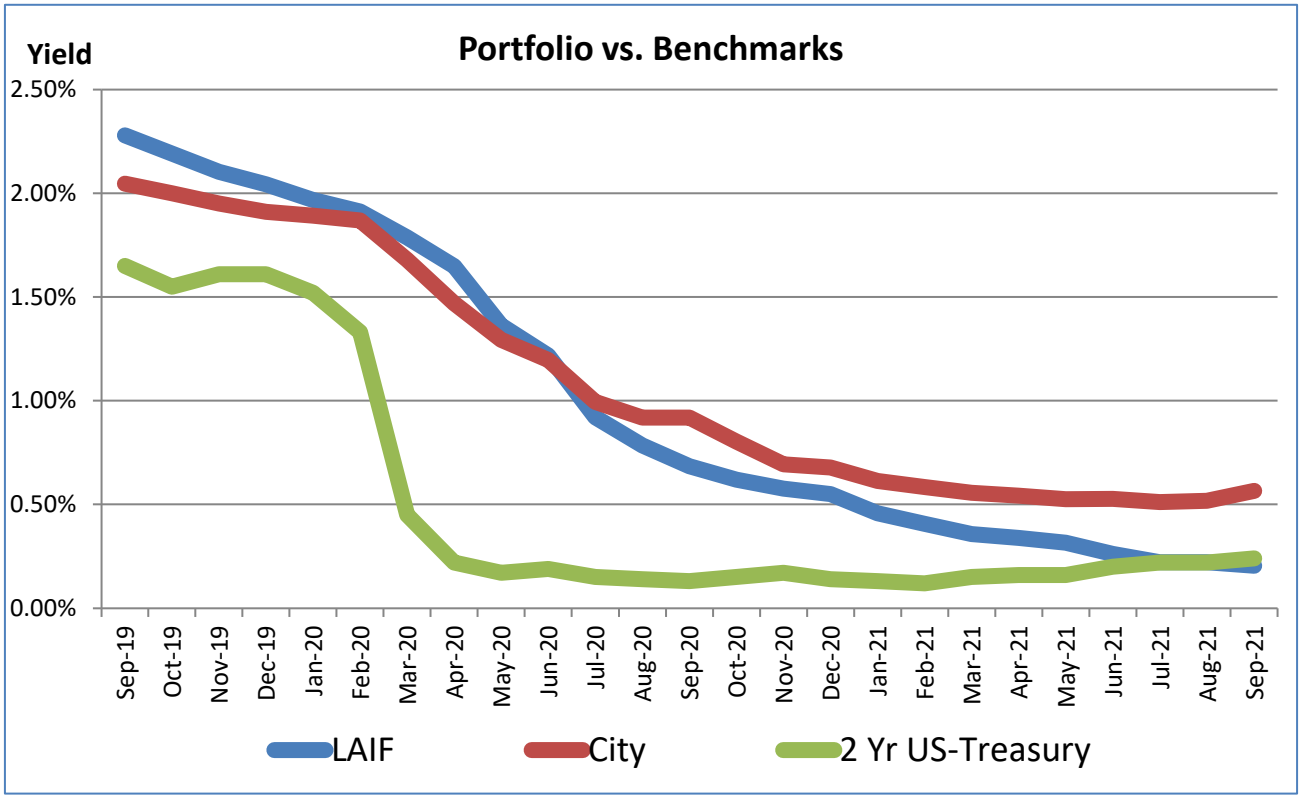
The following are the snapshots of City's investment portfolio as of September 30, 2021. The first chart shows the portfolio composition by investment type:



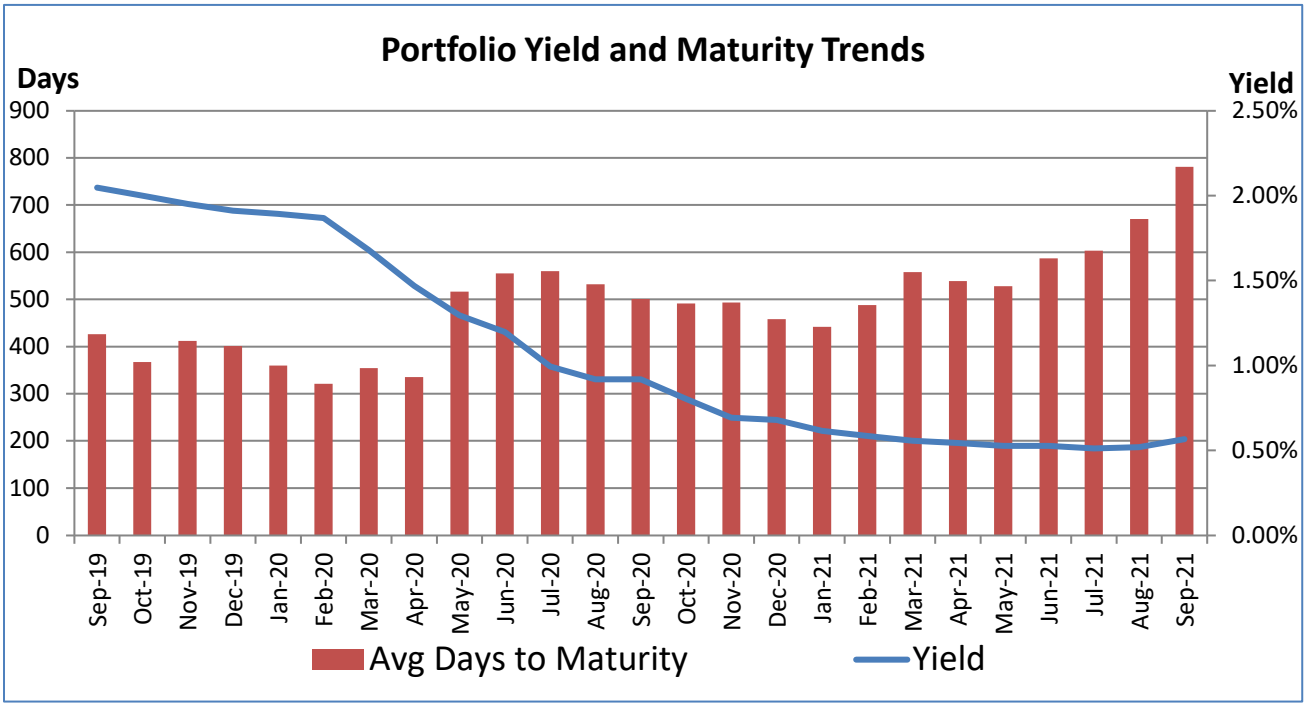
The chart below shows cash balances by fund type reconciled to City's financial system:



The following chart illustrates a yield comparison by month among the City's portfolio, LAIF and 2-Year US Treasury:



The chart below illustrates monthly average days to maturity of the City's portfolio along with the weighted average yield for the past two years:



City of Morgan Hill
Investment Portfolio Detail
As of September 30, 2021

CITY OF MORGAN HILL

Investment Type	Settlement Date	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
L A I F		**$ 75,898,987**	**47.07%**	**$ 75,905,285**	**0.21%**		
City Managed							
Treasury Note	4/30/2018	4,422,907	3.28%	4,588,425	2.73%	3/31/2023	3/31/2023
FFCB Bond	4/8/2020	2,000,000	1.24%	2,005,680	0.88%	10/8/2021	4/8/2024
FFCB Bond	5/27/2020	2,000,000	1.24%	1,996,600	0.73%	11/27/2021	5/27/2025
FHLMC Bond	6/3/2020	2,000,000	1.24%	2,001,460	0.60%	12/3/2021	12/3/2024
FHLMC Bond	10/20/2020	2,000,000	1.24%	1,981,900	0.60%	10/20/2021	10/20/2025
FHLMC Bond	10/27/2020	2,000,000	1.24%	1,980,640	0.63%	10/27/2021	10/27/2025
FHLMC Bond	11/2/2020	2,000,000	1.24%	1,999,920	0.32%	11/2/2021	11/2/2023
FFCB Bond	11/3/2020	2,000,000	1.24%	1,984,280	0.54%	11/3/2021	11/3/2025
FNMA Bond	11/18/2020	2,000,000	1.24%	1,991,160	0.65%	11/18/2021	11/18/2025
FHLMC Bond	11/24/2020	2,000,000	1.24%	1,987,460	0.64%	11/24/2021	11/24/2025
FFCB Bond	11/24/2020	1,000,000	0.62%	991,060	0.60%	11/24/2021	11/24/2025
FHLMC Bond	11/25/2020	3,000,000	1.86%	2,984,100	0.63%	11/25/2021	11/25/2025
FHLMC Bond	11/30/2020	2,000,000	1.24%	1,987,840	0.65%	11/26/2021	11/26/2025
FFCB Bond	12/22/2020	2,000,000	1.24%	1,977,320	0.47%	12/22/2021	12/22/2025
FHLB Bond	1/22/2021	2,000,000	1.24%	1,983,880	0.63%	1/22/2022	1/22/2026
FNMA Bond	1/28/2021	2,000,000	1.24%	1,979,280	0.55%	1/28/2022	1/28/2026
FHLB Bond	1/28/2021	2,000,000	1.24%	1,984,940	0.65%	1/28/2022	1/28/2026
FHLB Bond	2/24/2021	2,000,000	1.24%	1,996,600	0.75%	2/24/2022	2/24/2026
FHLB Bond	2/25/2021	2,000,000	1.24%	1,984,040	0.66%	2/25/2022	2/25/2026
FHLB Bond	2/26/2021	2,000,000	1.24%	1,982,140	0.65%	2/26/2022	2/26/2026
FHLB Bond	3/10/2021	2,000,000	1.24%	1,992,660	0.85%	3/10/2022	3/10/2026
FHLB Bond	3/16/2021	2,000,000	1.24%	1,985,480	0.70%	3/16/2022	3/16/2026
FHLB Bond	3/16/2021	2,000,000	1.24%	1,990,360	0.80%	3/16/2022	3/16/2026
FHLB Bond	6/9/2021	2,000,000	1.24%	1,997,180	1.08%	12/9/2021	6/9/2026
FHLB Bond	6/30/2021	2,000,000	1.24%	1,997,420	1.00%	12/30/2021	6/30/2026
FHLB Bond	7/15/2021	3,000,000	1.86%	2,998,140	1.13%	1/15/2022	7/15/2026
FHLB Bond	7/15/2021	2,000,000	1.24%	1,999,820	0.85%	1/15/2022	7/15/2025
FHLB Bond	8/26/2021	2,000,000	1.24%	1,991,080	0.80%	2/26/2022	8/26/2026
FHLB Bond	8/26/2021	3,000,000	1.86%	2,993,970	1.00%	2/26/2022	8/26/2026
FHLB Bond	8/26/2021	2,000,000	1.24%	1,990,440	0.90%	2/26/2022	8/26/2026
FHLB Bond	9/13/2021	2,102,363	1.30%	2,086,160	0.82%	3/11/2022	9/11/2026
FFCB Bond	9/28/2021	1,982,979	1.23%	1,982,020	0.98%	3/10/2022	9/10/2026
FHLB Bond	9/29/2021	3,000,000	1.86%	2,998,110	1.13%	3/29/2022	9/29/2026
FHLB Bond	9/30/2021	2,000,000	1.24%	1,986,260	0.88%	3/30/2022	9/30/2026
FHLB Bond	9/30/2021	3,000,000	1.86%	2,974,620	1.05%	3/30/2022	9/30/2026
FHLB Bond	9/30/2021	3,000,000	1.86%	2,980,860	1.02%	3/30/2022	9/30/2026
CD - Goldman Sachs Bank USA	5/13/2020	250,000	0.16%	250,645	0.50%	5/13/2022	5/13/2022
CD - American Nat'l Bank	5/20/2020	250,000	0.16%	250,508	0.40%	5/20/2022	5/20/2022
Sub Total/Average		**$ 80,008,249**	**50.16%**	**$ 79,814,458**	**0.89%**		
Money Market		**$ 102,031**	**0.06%**	**$ 102,031**	**0.01%**		
Total City Managed/Average		**$ 156,009,267**	**97.29%**	**$ 155,821,773**	**0.56%**		
Bond Reserve Accounts - Held By Trustees		**$ 540,902**	**0.34%**	**$ 540,902**			
Cash/Deposits		**$ 895,524**	**0.56%**	**$ 895,524**			
PARS Trust		**$ 3,787,404**	**2.35%**	**$ 5,061,226**			
GRAND TOTAL/AVERAGE		**$ 161,233,097**	**100%**	**$ 162,319,425**			

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF SEPTEMBER 30, 2021
FOR THE FISCAL YEAR OF 2021-22

	Invested in Fund	Yield	Book Value End of Month	% of Total	Market Value
Investments					
State Treasurer LAIF - City	All Funds Pooled	0.21%	$ 56,921,020	35.30%	$ 56,925,742
2015 Wastewater Rev Bonds - CIP	Wastewater Fund	0.22%	18,977,968	11.77%	18,979,542
Federal Issues	All Funds Pooled	0.84%	75,085,342	46.57%	74,724,880
US Treasury Notes	All Funds Pooled	2.73%	4,422,907	2.74%	4,588,425
Certificate of Deposits	All Funds Pooled	0.45%	500,000	0.31%	501,153
Dreyfus Treas Cash Management Acct	All Funds Pooled	0.01%	102,031	0.06%	102,031
	SUBTOTAL		**$ 156,009,267**	**96.76%**	**$ 155,821,773**
Bond Reserve Accounts - held by trustees					
Zions Bank - Civic Center/Library Facility					
Blackrock Liq Fund	Debt Service	0.01%	1	0.00%	1
Zions Bank - MH Police Facility Lease Revenue Bonds					
Blackrock Liq Fund	Debt Service	0.01%	1	0.00%	1
BNY - RDA Bonds					
Dreyfus Cash Mgmt 521	Successor Fund	0.00%	23,234	0.01%	23,234
Zions Bank - MH Ranch 2015					
Blackrock Liq Funds Fed Fund -DI -2015	Agency Fund	0.01%	255,197	0.16%	255,197
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015					
Blackrock Liquidity Temp Fund-2015	Agency Fund	0.01%	262,470	0.16%	262,470
	SUBTOTAL		**540,902**	**0.34%**	**540,902**
Other Cash/Deposits					
General Checking	All Funds		858,412	0.53%	858,412
Workers' Comp Administrators	Workers' Comp		30,000	0.02%	30,000
Petty Cash & Emergency Cash	General Fund		7,112	0.00%	7,112
PARS - OPEB Trust			2,587,404	1.60%	3,495,949 *
PARS - PENSION Trust			1,200,000	0.74%	1,565,277 *
	SUBTOTAL		**4,682,928**	**2.90%**	**5,956,749**
Total Cash and Investments			**$ 161,233,097**	**100.00%**	**$ 162,319,425**

* as of 8/31/21

CASH ACTIVITY SUMMARY
FY 2021-22

Fund Type	Unaudited 07/1/21 Balance	Change in Cash Balance	9/30/2021 Balance
General Fund	$ 16,482,660	$ 2,723,420	$ 19,206,080
Community Development	972,100	629,902	1,602,002
RDA Successor Agency (except Housing)	11,666,343	(11,639,506)	26,837
Housing Successor Agency/ CDBG	4,593,710	(464,406)	4,129,305
Water - Operations	3,747,502	(820,377)	2,927,125
Water Other	8,567,976	7,976,108	16,544,084
Sewer - Operations	3,220,859	(1,475,046)	1,745,813
Sewer Other	32,031,933	23,126,248	55,158,181
Other Special Revenue	5,770,282	2,234,682	8,004,964
Streets and Capital Projects (except RDA)	40,583,676	(8,826,953)	31,756,724
Debt Service	227,953	278,364	506,317
Internal Service	17,977,892	(337,652)	17,640,239
Agency Funds (assessment dists./refundable deposits)	3,260,978	(1,275,551)	1,985,427
Total	**$ 149,103,863**	**$ 12,129,235**	**$ 161,233,097**

Note: See Investment Porfolio Detail for maturities of "Investments." Market values are obtained from the City's investment brokers' monthly reports.

I certify the information on the investment reports on pages has been reconciled to the general ledger and bank statements and that there are sufficient funds to meet the expenditure requirements of the City for the next six months. The portfolio is in compliance with the City of Morgan Hill investment policy and all State laws and regulations.

Prepared by: Gina Nazareno, Senior Accountant

Reviewed by: Dat Nguyen, Finance Director

Approved by: Caitlin Jachimowicz, Treasurer

City of Morgan Hill
Year to Date Revenues - Fiscal Year 2021-22
For The Three Months Ended September 30, 2021
25% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
010 GENERAL FUND							
TAXES							
Property Tax - Secured/Unsecured	$ 13,485,000	13,485,000	$ -	n/a	$ -	$ -	n/a
Property Tax - RPTTF Residual Distribution	2,144,000	2,144,000	-	n/a	-	-	n/a
Property Tax - Supplemental Roll	142,000	142,000	15,178	11%	39,811	(24,633)	-62%
Sales Tax	10,699,601	10,699,601	947,644	9%	857,272	90,372	11%
Public Safety Sales Tax	399,000	399,000	38,675	10%	-	38,675	n/a
Transient Occupancy Taxes	2,235,300	2,235,300	468,312	21%	226,152	242,160	107%
Franchise (Refuse ,Cable ,PG&E)	2,375,000	2,375,000	-	n/a	35	(35)	-100%
Property Transfer Tax	541,000	541,000	144,264	27%	130,043	14,221	11%
TOTAL TAXES	**32,020,901**	**32,020,901**	**1,614,072**	**5%**	**1,253,312**	**360,760**	**29%**
LICENSES/PERMITS							
Business License	159,135	159,135	136,575	86%	105,833	30,742	29%
Other Permits	39,690	39,690	3,419	9%	2,401	1,018	42%
TOTAL LICENSES/PERMITS	**198,825**	**198,825**	**139,994**	**70%**	**108,234**	**31,760**	**29%**
FINES AND PENALTIES							
Parking Enforcement	8,240	8,240	250	3%	1,289	(1,040)	-81%
Bails & Fines	75,854	75,854	2,462	3%	3,366	(904)	-27%
Administrative Citations	10,331	10,331	2,182	21%	6,200	(4,018)	-65%
TOTAL FINES AND PENALTIES	**94,425**	**94,425**	**4,894**	**5%**	**10,856**	**(5,962)**	**-55%**
OTHER AGENCIES							
Motor Vehicle in-Lieu	26,026	26,026	-	n/a	6,286	(6,286)	-100%
Other Revenue - Other Agencies	437,794	653,658	119,812	18%	11,148	108,664	975%
TOTAL OTHER AGENCIES	**463,820**	**679,684**	**119,812**	**18%**	**17,434**	**102,378**	**587%**
CHARGES CURRENT SERVICES							
Police False Alarm Charge	31,340	31,340	5,743	18%	12,003	(6,260)	-52%
Business License Application Review	38,007	38,007	9,535	25%	8,430	1,105	13%
Membership Services & Rec Programs	4,238,989	4,713,801	1,152,987	24%	659,974	493,012	75%
Facility Rentals	945,931	506,683	116,367	23%	75,701	40,667	54%
Community Services	126,449	79,000	37,136	47%	300	36,836	12279%
General Administration Overhead	1,825,440	1,825,440	458,076	25%	445,218	12,858	3%
Other Charges Current Services	970,580	970,580	97,845	10%	47,368	50,477	107%
TOTAL CURRENT SERVICES	**8,176,736**	**8,164,851**	**1,877,689**	**23%**	**1,248,994**	**628,695**	**50%**
OTHER REVENUE							
Use of money/property	823,436	823,436	127,684	16%	91,052	36,632	40%
Other Revenues	5,961,472	5,745,608	25,071	0%	54,498	(29,427)	-54%
TOTAL OTHER REVENUE	**6,784,908**	**6,569,044**	**152,755**	**2%**	**145,550**	**7,205**	**5%**
TRANSFERS IN							
One Time Transfer	180,000	180,000	26,250	15%	51,246	(24,996)	-49%
Public Safety Facilities Fund	25,000	25,000	24,996	100%	6,250	18,746	300%
Supplemental Law Enforcement Fund	100,000	100,000	-	n/a	-	-	n/a
Countywide Solid Waste	324,763	649,526	-	n/a	-	-	n/a
Streets	699,735	699,735	-	n/a	-	-	n/a
Park Maintenance	650,000	650,000	162,501	25%	162,501	-	n/a
Sewer Operations	357,159	357,159	89,289	25%	88,608	681	1%
Water Operations	357,159	357,159	89,289	25%	88,608	681	1%
Park Development	75,000	75,000	18,750	25%	18,750	-	n/a
TOTAL TRANSFERS IN	**2,768,816**	**3,093,579**	**411,075**	**13%**	**415,963**	**(4,888)**	**-1%**
TOTAL GENERAL FUND	**50,508,431**	**50,821,309**	**4,320,291**	**9%**	**3,200,342**	**1,119,948**	**35%**
SPECIAL REVENUE FUNDS							
202 STREET MAINTENANCE							
Gas Tax 2105 - 2107.5	699,735	699,735	75,888	11%	57,950	17,938	31%
Interest / Other Revenue/Other Charges	-	-	77	n/a	234	(158)	-67%
202 STREET MAINTENANCE	**699,735**	**699,735**	**75,964**	**11%**	**58,184**	**17,780**	**31%**

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

City of Morgan Hill
Year to Date Revenues - Fiscal Year 2021-22
For The Three Months Ended September 30, 2021
25% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
SPECIAL REVENUE FUNDS							
205 SUPPLEMENTAL LAW ENFORCEMENT FUND							
Interest Income	858	858	185	22%	142	43	30%
Police Grant/SLEF/JAG	100,000	100,000	-	n/a	-	-	n/a
205 SUPPLEMENTAL LAW ENFORCEMENT FUND	**100,858**	**100,858**	**185**	**0%**	**142**	**43**	**30%**
206 DEVELOPMENT SERVICES							
Building Fees	3,195,787	3,195,787	793,568	25%	508,906	284,663	56%
Planning Fees	766,776	766,776	233,882	31%	411,762	(177,881)	-43%
Engineering Fees	999,810	999,810	153,161	15%	39,569	113,592	287%
Other Revenue/Current Charges	330,747	330,747	56,394	17%	23,127	33,267	144%
206 DEVELOPMENT SERVICES	**5,293,120**	**5,293,120**	**1,237,005**	**23%**	**983,364**	**253,640**	**26%**
207 LONG RANGE PLANNING	**869,266**	**869,266**	**186,907**	**22%**	**128,405**	**58,502**	**46%**
215 and 216 HCD BLOCK GRANT							
Interest Income/Other Revenue	3,173	3,173	62	2%	64	(2)	-3%
215 and 216 HCD BLOCK GRANT	**3,173**	**3,173**	**62**	**2%**	**64**	**(2)**	**-3%**
225 ASSET SEIZURE	**1,931**	**1,931**	**136**	**7%**	**140**	**(4)**	**-3%**
229 LIGHTING AND LANDSCAPE	**2,573**	**2,573**	**150**	**6%**	**147**	**4**	**3%**
230 COMMUNITY FACILITIES DISTRICT	**1,240**	**1,240**	**128**	**10%**	**121**	**6**	**5%**
232 ENVIRONMENTAL PROGRAMS	**481,008**	**481,008**	**127,504**	**27%**	**109,910**	**17,594**	**16%**
234 MOBILE HOME PARK RENT STAB.	**757**	**757**	**59**	**8%**	**58**	**1**	**2%**
235 SENIOR HOUSING	**3,869**	**3,869**	**223**	**6%**	**229**	**(7)**	**-3%**
236 HOUSING MITIGATION	**2,446,028**	**2,596,028**	**370,676**	**14%**	**314,761**	**55,915**	**18%**
237 BEGIN	**-**	**-**	**252**	**n/a**	**-**	**252**	**n/a**
238 CAL HOMES	**-**	**-**	**77**	**n/a**	**80,924**	**(80,847)**	**-100%**
240 EMPLOYEE ASSISTANCE	**29,089**	**29,089**	**3,238**	**11%**	**3,149**	**89**	**3%**
246 COUNTYWIDE SOLID WASTE		**1,324,763**	**349,556**	**26%**	**-**	**349,556**	**n/a**
247 ENVIRONMENT REMEDIATION	**2,448**	**2,448**	**129**	**5%**	**133**	**(4)**	**-3%**
250 COMH-SUCCESSOR AGENCY-MHRDA	**7,100,496**	**7,100,496**	**-**	**n/a**	**1,785**	**(1,785)**	**-100%**
255 HOUSING SUCCESSOR AGENCY	**215,318**	**215,318**	**88,349**	**41%**	**37,925**	**50,424**	**133%**
260 PUBLIC ART	**-**	**-**	**-**	**n/a**	**-**	**-**	**n/a**
TOTAL SPECIAL REVENUE FUNDS	**17,250,910**	**18,725,673**	**2,440,600**	**13%**	**1,719,442**	**721,158**	**42%**
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	**1,748,480**	**1,748,480**	**5,577,867**	**319%**	**841,726**	**4,736,141**	**563%**
302 PARK MAINTENANCE	**360,613**	**360,613**	**4,613**	**1%**	**6,578**	**(1,964)**	**-30%**
303 LOCAL DRAINAGE	**1,675,036**	**1,675,036**	**255,965**	**15%**	**207,387**	**48,578**	**23%**
304 LOCAL DRAINAGE/NON AB1600	**80,692**	**80,692**	**50,486**	**63%**	**1,420**	**49,066**	**3454%**
306 AGRICULTURE & OPEN SPACE PRESERVATION	**180,385**	**180,385**	**45,554**	**25%**	**58,688**	**(13,134)**	**-22%**
308 STREET CIP	**3,300,523**	**4,050,523**	**483,938**	**12%**	**245,418**	**238,520**	**97%**
309 TRAFFIC IMPACT	**1,468,388**	**1,468,388**	**449,488**	**31%**	**249,119**	**200,368**	**80%**
315 PUBLIC SAFETY FACILITIES IMPACT	**864,417**	**864,417**	**108,316**	**13%**	**131,864**	**(23,547)**	**-18%**
346 PUBLIC FACILITIES NON-AB1600	**611,488**	**911,488**	**34,041**	**4%**	**416,265**	**(382,224)**	**-92%**
347 PUBLIC FACILITIES IMPACT	**265,536**	**265,536**	**24,520**	**9%**	**54,863**	**(30,344)**	**-55%**
348 LIBRARY	**1,077,617**	**1,077,617**	**93,763**	**9%**	**286,128**	**(192,366)**	**-67%**
350 UNDERGROUNDING	**86,073**	**86,073**	**363,443**	**422%**	**952**	**362,492**	**38091%**
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	**591,967**	**591,967**	**29,717**	**5%**	**1,044**	**28,672**	**2745%**
360 COMMUNITY/REC IMPACT FUND	**1,730,018**	**1,730,018**	**132,323**	**8%**	**456,505**	**(324,182)**	**-71%**
375 QUIMBY FEE	**1,623,552**	**1,623,552**	**-**	**n/a**	**-**	**-**	**n/a**
TOTAL CAPITAL PROJECTS FUNDS	**15,664,785**	**16,714,785**	**7,654,033**	**46%**	**2,957,958**	**4,696,075**	**159%**
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	**307,385**	**307,385**	**76,435**	**25%**	**77,669**	**(1,235)**	**-2%**
441 POLICE FACILITY BOND	**385,639**	**385,639**	**96,264**	**25%**	**95,835**	**428**	**0%**
TOTAL DEBT SERVICE FUNDS	**693,024**	**693,024**	**172,698**	**25%**	**173,505**	**(806)**	**0%**

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

City of Morgan Hill
Year to Date Revenues - Fiscal Year 2021-22
For The Three Months Ended September 30, 2021
25% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
ENTERPRISE FUNDS							
640 SEWER OPERATION							
Sewer Service Fees	13,812,501	13,812,501	2,400,931	17%	2,184,983	215,948	10%
Interest Income/Transfers	37,425	37,425	2,035	5%	4,316	(2,281)	-53%
Other Revenue/Current Charges	268,241	268,241	78,069	29%	42,789	35,280	82%
640 SEWER OPERATION	**14,118,167**	**14,118,167**	**2,481,035**	**18%**	**2,232,088**	**248,948**	**11%**
641 SEWER EXPANSION							
Interest Income	220,194	220,194	22,517	10%	22,334	182	1%
Development Impact Fee	6,845,919	6,845,919	827,964	12%	1,228,212	(400,248)	-33%
641 SEWER EXPANSION	**7,066,113**	**7,066,113**	**850,481**	**12%**	**1,250,546**	**(400,066)**	-32%
642 SEWER RATE STABILIZATION	**195,311**	**195,311**	**40,076**	**21%**	**2,635**	**37,441**	**1421%**
643 SEWER-CAPITAL PROJECT	**4,707,648**	**4,707,648**	**1,169,525**	**25%**	**1,103,305**	**66,220**	**6%**
TOTAL SEWER FUNDS	***26,087,239***	***26,087,239***	***4,541,117***	***17%***	***4,588,573***	***(47,456)***	***-1%***
650 WATER OPERATION							
Water Sales	15,179,148	15,179,148	2,871,491	19%	3,111,474	(239,983)	-8%
Meter Install & Service	25,215	25,215	11,252	45%	3,429	7,823	228%
Transfers-In / Interest Income	546,952	546,952	55,370	10%	120,754	(65,384)	-54%
Other Revenue/Current Charges	585,381	585,381	297,545	51%	204,456	93,089	46%
650 WATER OPERATION	**16,336,696**	**16,336,696**	**3,235,658**	**20%**	**3,440,113**	**(204,455)**	**-6%**
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	64,003	64,003	3,287	5%	3,111	176	6%
Development Impact Fee	1,782,143	1,782,143	163,723	9%	509,458	(345,735)	-68%
651 WATER EXPANSION	**1,846,146**	**1,846,146**	**167,010**	**9%**	**512,569**	**(345,559)**	**-67%**
652 Water Rate Stabilization	**141,222**	**141,222**	**34,270**	**24%**	**14,276**	**19,994**	**140%**
653 Water Capital Project	**5,047,350**	**5,047,350**	**1,266,498**	**25%**	**1,216,042**	**50,457**	**4%**
TOTAL WATER FUNDS	***23,371,414***	***23,371,414***	***4,703,437***	***20%***	***5,183,000***	***(479,563)***	***-9%***
TOTAL ENTERPRISE FUNDS	**49,458,653**	**49,458,653**	**9,244,553**	**19%**	**9,771,573**	**(527,020)**	**-5%**
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	**1,952,577**	**2,247,577**	**563,249**	**25%**	**471,480**	**91,769**	**19%**
740 BUILDING MAINTENANCE	**3,409,334**	**3,409,334**	**282,691**	**8%**	**856,593**	**(573,901)**	**-67%**
741 BUILDING REPLACEMENT	**745,508**	**755,508**	**175,143**	**23%**	**167,686**	**7,457**	**4%**
745 CIP ADMINISTRATION	**1,798,889**	**1,798,889**	**-**	**n/a**	**-**	**-**	**n/a**
760 UNEMPLOYMENT INSURANCE	**2,513**	**2,513**	**313**	**12%**	**25,017**	**(24,704)**	**-99%**
770 WORKERS COMPENSATION	**913,504**	**913,504**	**172,397**	**19%**	**166,095**	**6,302**	**4%**
790 EQUIPMENT REPLACEMENT	**1,086,223**	**1,086,223**	**307,600**	**28%**	**258,111**	**49,489**	**19%**
791 EMPLOYEE BENEFITS	**1,043,858**	**1,043,858**	**152,157**	**15%**	**149,163**	**2,994**	**2%**
795 GENERAL LIABILITY INSURANCE	**1,504,188**	**1,737,188**	**429,799**	**25%**	**215,150**	**214,649**	**100%**
TOTAL INTERNAL SERVICE FUNDS	**12,456,594**	**12,994,594**	**2,083,349**	**16%**	**2,309,294**	**(225,945)**	**-10%**
TOTAL FOR ALL FUNDS	**$ 146,032,397**	**$ 149,408,038**	**$ 25,915,524**	**17%**	**$ 20,132,114**	**$ 5,783,411**	**29%**

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

City of Morgan Hill
Year to Date Expenses - Fiscal Year 2021-22
For the Month and Three Months Ended September 30, 2021
25% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIO YTI
010	GENERAL FUND							
I.	ADMINISTRATION							
	CITY COUNCIL	$ 21,276	$ 433,850	$ 84,185	$ 99,332	$ 183,517	42%	$ 10
	CITY ATTORNEY	57,453	802,889	152,874	37,927	190,801	24%	15
	CITY MANAGER	48,383	638,262	145,629	5,000	150,629	24%	11
	HUMAN RESOURCES	49,870	830,904	144,492	-	144,492	17%	15
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	43,707	672,320	135,901	25,500	161,401	24%	12
	Elections	1,882	28,180	5,495	-	5,495	20%	
	COUNCIL SVCS & RECORDS MGMT	45,589	700,500	141,396	25,500	166,896	24%	12
	FINANCE	113,785	2,472,421	364,304	55,712	420,015	17%	33
	TOTAL ADMINISTRATION	336,356	5,878,826	1,032,879	223,471	1,256,350	21%	98
II.	COMMUNITY SERVICES							
	Membership Services & Rec. Programs	296,146	5,594,211	1,296,607	1,285,265	2,581,872	46%	1,16
	Recreation Facility Rentals	41,994	1,313,549	120,145	26,880	147,025	11%	23
	Community Services	33,455	641,554	98,105	94,733	192,838	30%	9
	Park Maintenance	78,240	1,159,250	196,804	82,685	279,489	24%	21
	Environmental Services	13,374	349,129	45,665	2,240	47,906	14%	4
	Countywide Solid Waste Program	15,210	303,550	26,166	-	26,166	9%	-
	Street Maintenance	144,126	2,562,248	389,802	160,743	550,545	21%	40
	Downtown Maintenance	12,151	318,869	63,590	75,641	139,231	44%	4
	Cable Television	2,683	34,272	7,783	-	7,783	23%	
	COMMUNITY SERVICES	637,377	12,276,632	2,244,667	1,728,188	3,972,855	32%	2,21
	CODE COMPLIANCE	13,764	174,873	39,165	-	39,165	22%	3
	INFRASTRUCTURE PLANNING & CONGESTION MGMT	22,537	356,583	67,305	-	67,305	19%	6
	ECONOMIC DEVELOPMENT PROGRAMS	34,724	925,380	126,366	68,431	194,798	21%	18
	TOTAL COMMUNITY SERVICES	708,402	13,733,468	2,477,504	1,796,619	4,274,123	31%	2,50
III.	PUBLIC SAFETY							
	POLICE							
	PD Administration	193,684	1,421,383	407,538	46,213	453,752	32%	36
	Field Operations	698,847	9,244,988	2,067,493	197,073	2,264,565	24%	1,85
	Support Services	193,560	2,596,110	632,339	-	632,339	24%	51
	Emergency Services/Haz Mat	14,703	202,072	41,937	-	41,937	21%	4
	Special Operations	216,221	3,700,816	667,360	9,337	676,697	18%	76
	Dispatch Services	140,389	1,897,873	394,758	-	394,758	21%	33
	POLICE	1,457,403	19,063,242	4,211,425	252,623	4,464,048	23%	3,88
	FIRE	553,895	7,388,401	1,784,421	6,850	1,791,271	24%	1,90
	TOTAL PUBLIC SAFETY	2,011,299	26,451,643	5,995,845	259,473	6,255,319	24%	5,78
IV.	TRANSFERS							
	Other	110,559	2,083,681	331,677	-	331,677	16%	14
	TOTAL TRANSFERS	110,559	2,083,681	331,677	-	331,677	16%	14
	TOTAL GENERAL FUND	3,166,616	48,147,618	9,837,905	2,279,563	12,117,468	25%	9,4

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

City of Morgan Hill
Year to Date Expenses - Fiscal Year 2021-22
For the Month and Three Months Ended September 30, 2021
25% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIC YTI
SPECIAL REVENUE FUNDS								
202	**STREET MAINTENANCE**	**361**	**704,068**	**1,083**	**-**	**1,083**	**0%**	
205	**PUBLIC SAFETY/SUPP.LAW**	**604**	**107,245**	**1,812**	**-**	**1,812**	**2%**	
206	**DEVELOPMENT SERVICES FUND**							
	Planning	149,542	1,956,314	426,274	33,740	460,014	24%	34
	Building	168,420	2,233,914	483,053	1,786	484,839	22%	45
	Engineering	168,424	1,366,129	336,407	11,285	347,692	25%	24
206	**DEVELOPMENT SERVICES FUND**	**486,386**	**5,556,357**	**1,245,734**	**46,812**	**1,292,546**	**23%**	**1,03**
207	**LONG RANGE PLANNING**	**62,985**	**756,202**	**146,612**	**55,612**	**202,224**	**27%**	**21**
215/216	**CDBG**	**458**	**5,499**	**1,374**	**-**	**1,374**	**25%**	
225	**ASSET SEIZURE**	**-**	**54,232**	**-**	**14,232**	**14,232**	**26%**	
229	**LIGHTING AND LANDSCAPE**	**8,492**	**168,130**	**23,251**	**24,297**	**47,547**	**28%**	
230	**COMMUNITY FACILITIES DISTRICT**	**1,916**	**42,093**	**5,577**	**-**	**5,577**	**13%**	
232	**ENVIRONMENT PROGRAMS**	**19,248**	**508,715**	**80,918**	**-**	**80,918**	**16%**	
234	**MOBILE HOME PARK**	**37**	**449**	**111**	**-**	**111**	**25%**	
236	**HOUSING MITIGATION**	**67,618**	**1,095,875**	**163,249**	**61,309**	**224,558**	**20%**	**14**
237	**BEGIN**	**-**	**-**	**-**	**-**	**-**	**n/a**	
238	**CAL HOMES**	**-**	**-**	**-**	**-**	**-**	**n/a**	
240	**EMPLOYEE ASSISTANCE**	**2,086**	**28,531**	**2,258**	**-**	**2,258**	**8%**	
246	**COUNTYWIDE SOLID WASTE PROGRAM**	**30,512**	**1,324,763**	**115,928**	**312,820**	**428,748**	**32%**	
247	**ENVIRONMENTAL REMEDIATION**	**-**	**-**	**-**	**-**	**-**	**n/a**	
250	**COMH-SUCCESSOR AGENCY-MHRDA**	**480,423**	**6,939,408**	**481,582**	**-**	**481,582**	**7%**	**28**
255	**HOUSING SUCCESSOR AGENCY**	**82,998**	**1,003,785**	**291,335**	**341,667**	**633,002**	**63%**	
260	**PUBLIC ART**	**-**	**23,500**	**3,750**	**-**	**3,750**	**16%**	
TOTAL SPECIAL REVENUE FUNDS		**1,244,122**	**18,318,852**	**2,564,573**	**856,749**	**3,421,322**	**19%**	**1,8**
CAPITAL PROJECT FUNDS								
301	**PARK DEVELOPMENT**	**3,255,604**	**5,551,383**	**3,464,019**	**2,966,554**	**6,430,573**	**116%**	**56**
302	**PARK MAINTENANCE**	**54,302**	**650,000**	**163,925**	**-**	**163,925**	**25%**	**16**
303	**LOCAL DRAINAGE**	**6,466**	**2,293,385**	**11,474**	**42,558**	**54,032**	**2%**	
304	**LOCAL DRAIN. NON-AB1600**	**240**	**201,469**	**720**	**48,585**	**49,305**	**24%**	
306	**AGRICULTURE & OPEN SPACE PRESERVATI(**	**5,386,767**	**96,991**	**5,391,265**	**-**	**5,391,265**	**5559%**	
308	**STREET CIP**	**2,152,921**	**3,371,467**	**2,184,918**	**534,631**	**2,719,549**	**81%**	
309	**TRAFFIC IMPACT**	**101,094**	**15,471,092**	**1,886,720**	**12,743,659**	**14,630,379**	**95%**	**50**
313	**FIRE IMPACT**	**-**	**223,375**	**-**	**-**	**-**	**n/a**	
315	**PUBLIC SAFETY FACILITIES IMPACT**	**19,598**	**231,805**	**58,794**	**-**	**58,794**	**25%**	
346	**PUBLIC FAC.NON AB1600**	**22,056**	**372,377**	**58,094**	**55,887**	**113,981**	**31%**	**12**
347	**PUBLIC FACILITIES IMPACT**	**2,277**	**27,331**	**6,831**	**-**	**6,831**	**25%**	
348	**LIBRARY IMPACT**	**18,059**	**216,704**	**54,177**	**-**	**54,177**	**25%**	**19**
350	**UNDERGROUNDING**	**95**	**1,135**	**285**	**-**	**285**	**25%**	
355	**SCHOOL PEDESTRIAN & TRAFFIC SAFETY**	**298,070**	**1,160,466**	**720,703**	**358,788**	**1,079,490**	**93%**	
360	**COMM/REC CENTER IMPACT**	**26,563**	**1,454,834**	**28,801**	**402,818**	**431,619**	**30%**	**63**
375	**QUIMBY FEE**	**-**	**500,000**	**-**	**-**	**-**	**n/a**	
TOTAL CAPITAL PROJECTS FUNDS		**11,344,112**	**31,823,813**	**14,030,725**	**17,153,480**	**31,184,205**	**98%**	**2,36**
DEBT SERVICE FUNDS								
420	**CIVIC CENTER DEBT**	**886**	**304,947**	**2,658**	**-**	**2,658**	**1%**	
441	**POLICE FACILITY BOND DEBT**	**338**	**389,497**	**1,014**	**-**	**1,014**	**0%**	
TOTAL DEBT SERVICE FUNDS		**1,224**	**694,444**	**3,672**	**-**	**3,672**	**1%**	

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City of Morgan Hill
Year to Date Expenses - Fiscal Year 2021-22
For the Month and Three Months Ended September 30, 2021
25% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIC YTI
ENTERPRISE FUNDS								
SEWER								
640	**SEWER OPERATIONS**	**1,141,977**	**13,992,048**	**3,327,580**	**143,342**	**3,470,923**	**25%**	**2,9**
641	**SEWER CAPITAL EXPANSION**	**33,376**	**17,978,982**	**87,720**	**542,919**	**630,640**	**4%**	**1**
642	**SEWER RATE STABILIZATION**	**95**	**1,138**	**285**	**-**	**285**	**25%**	
643	**SEWER-CAPITAL PROJECTS**	**2,429,682**	**10,456,667**	**2,811,697**	**3,328,632**	**6,140,329**	**59%**	**1,8**
TOTAL SEWER FUND(S)		**3,605,131**	**42,428,835**	**6,227,283**	**4,014,894**	**10,242,176**	**24%**	**4,9**
WATER								
	Water Operations	1,280,459	15,239,783	3,082,439	804,214	3,886,653	26%	2,3
	Utility Billing	62,804	985,735	201,272	42,739	244,011	25%	1
	Water Conservation	5,769	157,768	19,529	-	19,529	12%	
650	**WATER OPERATIONS**	**1,349,032**	**16,383,286**	**3,303,240**	**846,952**	**4,150,192**	**25%**	**2,6**
651	**WATER CAPITAL EXPANSION**	**71,107**	**2,149,012**	**193,101**	**46,161**	**239,262**	**11%**	**1**
652	**WATER RATE STABILIZATION**	**31**	**371**	**93**	**-**	**93**	**25%**	
653	**WATER-CAPITAL PROJECTS**	**99,488**	**5,274,857**	**103,552**	**361,179**	**464,731**	**9%**	
TOTAL WATER FUND(S)		**1,519,658**	**23,807,525**	**3,599,986**	**1,254,292**	**4,854,277**	**20%**	**2,7**
TOTAL ENTERPRISE FUNDS		**5,124,789**	**66,236,360**	**9,827,268**	**5,269,185**	**15,096,454**	**23%**	**7,6**
INTERNAL SERVICE FUNDS								
730	**INFORMATION SYSTEMS**	**85,361**	**2,512,628**	**349,678**	**1,180,438**	**1,530,116**	**61%**	**3**
740	**BUILDING MAINTENANCE**	**82,718**	**3,425,095**	**235,187**	**122,827**	**358,014**	**10%**	**5**
741	**BUILDING REPLACEMENT**	**49,940**	**310,000**	**49,940**	**80,363**	**130,303**	**42%**	
745	**CIP ADMINISTRATION**	**132,817**	**1,735,361**	**387,249**	**6,974**	**394,224**	**23%**	**3**
760	**UNEMPLOYMENT**	**-**	**20,000**	**-**	**-**	**-**	**n/a**	
770	**WORKERS COMPENSATION**	**51,330**	**876,877**	**555,072**	**-**	**555,072**	**63%**	**4**
790	**EQUIPMENT REPLACEMENT**	**-**	**1,273,014**	**63,236**	**362,983**	**426,219**	**33%**	**1**
791	**EMPLOYEE BENEFITS FUND**	**5,172**	**625,000**	**33,528**	**-**	**33,528**	**5%**	
795	**GEN. LIABILITY INSURANCE**	**9,051**	**1,724,061**	**1,449,767**	**-**	**1,449,767**	**84%**	**1,0**
TOTAL INTERNAL SERVICE FUNDS		**416,391**	**12,502,036**	**3,123,657**	**1,753,585**	**4,877,242**	**39%**	**3,0**
REPORT TOTAL		**$ 21,297,254**	**$ 177,723,123**	**$ 39,387,800**	**$ 27,312,562**	**$ 66,700,362**	**38%**	**$ 24,2**

Attachment: September 2021 Financial and Investment Report (3191 : Monthly Budget Update; September 2021 Financial and Investment

City of Morgan Hill
Fund Activity Summary - Fiscal Year 2021-22
For The Three Months Ended September 30, 2021
25% of Year Complete

Fund No.	Fund	Unaudited Fund Balance 06-30-21	Revenues YTD Actual	Revenues % of Budget	Expenses YTD Actual	Expenses % of Budget	Year to-Date Deficit or Carryover	Ending Fund Balance Reserved[1]	Ending Fund Balance Unreserved
010	GENERAL FUND	$ 17,740,168	$ 4,320,291	9%	$ 9,837,905	20%	$ (5,517,614)	$ 2,279,563	$ 9,942,991
TOTAL GENERAL FUND		**$ 17,740,168**	**$ 4,320,291**	**9%**	**$ 9,837,905**	**20%**	**$ (5,517,614)**	**$ 2,279,563**	**$ 9,942,991**
202	STREET MAINTENANCE	6,241	$ 75,964	11%	$ 1,083	22%	$ 74,881	$ -	$ 81,122
205	PUBLIC SAFETY/SUPPL. LAW	195,711	185	0%	1,812	25%	(1,627)	-	194,084
206	DEVELOPMENT SERVICES	(423,104)	1,237,005	23%	1,245,734	22%	(8,730)	46,812	(478,645)
207	LONG RANGE PLANNING	1,134,648	186,907	22%	146,612	19%	40,295	55,612	1,119,331
215 / 216	CDBG	34,847	62	2%	1,374	25%	(1,312)	-	33,535
225	ASSET SEIZURE	143,171	136	7%	-	n/a	136	14,232	129,075
229	LIGHTING AND LANDSCAPE	182,693	150	6%	23,251	14%	(23,101)	24,297	135,296
230	COMMUNITY FACILITIES DISTRICT	137,817	128	10%	5,577	13%	(5,449)	-	132,368
232	ENVIRONMENTAL PROGRAMS	214,035	127,504	27%	80,918	16%	46,586	-	260,621
234	MOBILE HOME PK RENT STAB.	62,151	59	8%	111	25%	(52)	-	62,099
235	SENIOR HOUSING	234,443	223	6%	-	n/a	223	-	234,666
236	HOUSING MITIGATION	4,447,211	370,676	14%	163,249	15%	207,427	61,309	4,593,329
237	BEGIN	218,320	252	n/a	-	n/a	252	-	218,572
238	CAL HOMES	81,151	77	n/a	-	n/a	77		81,228
240	EMPLOYEE ASSISTANCE	68,944	3,238	11%	2,258	8%	980	-	69,924
246	COUNTYRWIDE SOLID WASTE		349,556	5%	115,928	9%	233,628	312,820	(79,192)
247	ENVIRONMENT REMEDIATION	135,843	129	5%	-	n/a	129	-	135,972
250	COMH-SUCCESSOR AGENCY-MHRDA	(4,693,361)	-	n/a	481,582	7%	(481,582)	-	(5,174,943)
255	HOUSING SUCCESSOR AGENCY	4,306,346	88,349	41%	291,335	29%	(202,986)	364,900	3,738,460
260	PUBLIC ART	69,000	-	n/a	3,750		(3,750)	-	65,250
TOTAL SPECIAL REVENUE FUNDS		**$ 6,556,107**	**$ 2,440,600**	**13%**	**$ 2,564,573**	**14%**	**$ (123,974)**	**$ 879,982**	**$ 5,552,151**
301	PARK DEV. IMPACT FUND	$ 529,873	$ 5,577,867	319%	$ 3,464,019	62%	$ 2,113,848	$ 2,966,554	$ (322,833)
302	PARK MAINTENANCE	2,775,515	4,613	1%	163,925	25%	(159,311)	-	2,616,204
303	LOCAL DRAINAGE	11,984,228	255,965	15%	11,474	1%	244,491	42,558	12,186,162
304	LOCAL DRAINAGE/NON-AB1600	1,271,739	50,486	63%	720	0%	49,766	48,585	1,272,920
306	AGRICULTURE AND OPEN SPACE PRESERV	6,007,955	45,554	25%	5,391,265	5559%	(5,345,711)	-	662,244
308	STREET CIP	3,435,969	483,938	12%	2,184,918	65%	(1,700,980)	534,631	1,200,359
309	TRAFFIC IMPACT FUND	1,231,012	449,488	31%	1,886,720	12%	(1,437,233)	12,743,659	(12,949,880)
315	PUBLIC SAFETY FACILITIES IMPACT	3,648,278	108,316	13%	58,794	25%	49,522	-	3,697,800
346	PUBLIC FACILITIES NON-AB1600	1,102,002	34,041	4%	58,094	16%	(24,053)	55,887	1,022,062
347	PUBLIC FACILITIES IMPACT FUND	1,033,930	24,520	9%	6,831	25%	17,689	-	1,051,619
348	LIBRARY IMPACT FUND	1,494,070	93,763	9%	54,177	25%	39,586	-	1,533,656
350	UNDERGROUNDING	1,073,164	363,443	422%	285	25%	363,158	-	1,436,322
355	SCHOOL PEDESTRIAN/TRAFFIC SFTY	203,738	29,717	5%	720,703	62%	(690,986)	358,788	(846,035)
360	COMM/REC CTR IMPACT FUND	1,377,907	132,323	8%	28,801	2%	103,522	402,818	1,078,610
TOTAL CAPITAL PROJECT FUNDS		**$ 37,169,380**	**$ 7,654,033**	**46%**	**$ 14,030,725**	**44%**	**$ (6,376,692)**	**$ 17,153,480**	**$ 13,639,209**
420	CIVIC CENTER DEBT	$ 165,444	$ 76,435	25%	$ 2,658	1%	$ 73,777	$ -	$ 239,221
441	POLICE FACILITY BOND DEBT	171,896	96,264	25%	1,014	0%	95,250	-	267,146
TOTAL DEBT SERVICE FUNDS		**$ 337,340**	**$ 172,698**	**25%**	**$ 3,672**	**1%**	**$ 169,026**	**$ (1)**	**$ 506,366**

City of Morgan Hill
Fund Activity Summary - Fiscal Year 2021-22
For The Three Months Ended September 30, 2021
25% of Year Complete

Fund No.	Fund	Unaudited Fund Balance 06-30-21	Revenues YTD Actual	Revenues % of Budget	Expenses YTD Actual	Expenses % of Budget	Year to-Date Deficit or Carryover	Ending Fund Balance Reserved[1]	Ending Fund Balance Unreserved
640	SEWER OPERATIONS	$ 3,580,782	$ 2,481,035	18%	$ 3,327,580	24%	$ (846,545)	143,342	2,590,894
641	SEWER IMPACT FUND*	22,815,616	850,481	12%	87,720	0%	762,760	542,919	23,035,457
642	SEWER RATE STABILIZATION	2,690,651	40,076	21%	285	25%	39,791	-	2,730,442
643	SEWER-CAPITAL PROJECTS	9,866,304	1,169,525	25%	2,811,697	27%	(1,642,172)	3,328,632	4,895,500
650	WATER OPERATIONS	4,020,625	3,235,658	20%	3,303,240	20%	(67,581)	846,952	3,106,091
651	WATER IMPACT FUND*	3,406,682	167,010	9%	193,101	9%	(26,091)	46,161	3,334,431
652	WATER RATE STABILIZATION	3,160,467	34,270	24%	93	25%	34,177	-	3,194,644
653	WATER -CAPITAL PROJECT	8,754,608	1,266,498	25%	103,552	2%	1,162,947	361,179	9,556,376
TOTAL ENTERPRISE FUNDS		**$ 58,295,735**	**$ 9,244,553**	**19%**	**$ 9,827,268**	**15%**	**$ (582,715)**	**$ 5,269,185**	**$ 52,443,835**
730	INFORMATION SERVICES	$ 854,321	$ 563,249	25%	$ 349,678	14%	$ 213,571	$ 1,180,438	$ (112,546)
740	BUILDING MAINTENANCE	74,519	282,691	8%	235,187	7%	47,505	122,827	(804)
741	BUILDING REPLACEMENT	3,587,574	175,143	23%	49,940	16%	125,203	80,363	3,632,414
745	CIP ENGINEERING	(623,064)	-	n/a	387,249	22%	(387,249)	6,974	(1,017,288)
760	UNEMPLOYMENT	333,729	313	12%	-	n/a	313	-	334,042
770	WORKERS COMPENSATION	2,114,390	172,397	19%	555,072	63%	(382,675)	30,000	1,701,715
790	EQUIPMENT REPLACEMENT	5,987,386	307,600	28%	63,236	5%	244,364	362,983	5,868,767
791	EMPLOYEE BENEFITS FUNDS	3,058	152,157	15%	33,528	5%	118,629	-	121,687
795	GEN. LIABILITY INSURANCE	1,324,414	429,799	25%	1,449,767	84%	(1,019,968)	-	304,446
TOTAL INTERNAL SERVICE FUNDS		**$ 13,656,327**	**$ 2,083,349**	**16%**	**$ 3,123,657**	**25%**	**$ (1,040,308)**	**$ 1,783,585**	**$ 10,832,434**

SUMMARY BY FUND TYPE

	GENERAL FUND GROUP	$ 17,740,168	$ 4,320,291	9%	$ 9,837,905	20%	$ (5,517,614)	$ 2,279,563	$ 9,942,991
	SPECIAL REVENUE GROUP	6,556,107	2,440,600	13%	2,564,573	14%	(123,974)	879,982	5,552,151
	DEBT SERVICE GROUP	337,340	172,698	25%	3,672	1%	169,026	(1)	506,366
	CAPITAL PROJECTS GROUP	37,169,380	7,654,033	46%	14,030,725	44%	(6,376,692)	17,153,480	13,639,209
	ENTERPRISE GROUP	58,295,735	9,244,553	19%	9,827,268	15%	(582,715)	5,269,185	52,443,835
	INTERNAL SERVICE GROUP	13,656,327	2,083,349	16%	3,123,657	25%	(1,040,308)	1,783,585	10,832,434
	TOTAL ALL GROUPS	**$ 133,755,057**	**$ 25,915,524**	**17%**	**$ 39,387,800**	**22%**	**$ (13,472,276)**	**$ 27,365,795**	**$ 92,916,986**

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.
*Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.
[1] Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.
[2] Amount restricted for debt service payments and AB1600 capital expansion projects as detailed in the City's five year CIP Plan and bond agreements.

City Manager's Signature Authority
Contracts and Agreements Between $25,000 to $60,000 Entered Since 8/6/2021 to 10/8/2021

Vendor Name	Desription of Service	Begin Date	End Date	Department	Amount
Paul Herbert Causey dba Causey Consulting	Sewer System Management Plan Audit and Revision	8/19/2021	6/30/2022	E&U	$37,300
Tripepi Smith & Associates	Redistricting Outreach and Engagement Services	8/25/2021	6/30/2022	Admin	$35,000
PRx Digital	Morgan Hill Community Outreach and Engagement Campaign	9/7/2021	1/31/2022	Admin	$60,000
Pacific Underground Construction	Water and Sewer Repairs	9/16/2021	8/30/2023	E&U	$50,000
National Demographics Corporation	Demographics and Redisctricting Service	8/8/2021	6/30/2022	Admin	$55,000
Duke's Root Control, Inc	Sanitary Sewer Root Control Services	10/4/2021	9/30/2023	CS	$41,322
Ralph Anderson & Associates	Technology Director (Chief Technology Officer)	10/4/2021	2/28/2022	Admin	$27,500

NDC
National Demographics Corporation

Audiencia pública 2 de la ciudad de Morgan Hill

20 de octubre de 2021

Dr. Justin Levitt, Vice-President
National Demographics Corporation

Reglas y metas de redistribución de distritos

1. Leyes Federales

Igualdad de población

Ley Federal de Derechos Electorales

Sin Gerrymandering racial

2. California Criteria for Cities

1. **Geográficamente contiguo**
2. **Barrios indivisos y "comunidades de interés"** (Áreas geográficas socioeconómicas que deben mantenerse juntas)
3. **Límites fácilmente identificables**
4. **Compacto** (No omita a un grupo de personas para llegar a un grupo de personas más distante)

Prohibido:

"No favorecerá ni discriminará a un partido político".

3. Otros principios tradicionales de redistribución de distritos

Minimizar los votantes desplazados a diferentes años electorales

Respetar las elecciones / continuidad de los votantes en el cargo.

Crecimiento futuro de la población

Preservando el núcleo de distritos existentes

Definición de barrios

Primera pregunta: ¿Cuál es tu barrio?

Segunda pregunta: ¿Cuáles son sus límites geográficos?

Ejemplos de características físicas que definen un límite de vecindario:

- Líneas divisorias naturales de vecindarios, como carreteras o carreteras principales, ríos, canales y / o colinas
- Áreas alrededor de parques o escuelas
- Otros puntos de referencia del vecindario

En ausencia de testimonio público, los registros de planificación y otros documentos similares pueden proporcionar una definición.

Más allá de los vecindarios: definición de comunidades de interés

Primera pregunta: ¿Qué define a su comunidad?

- Área geográfica, más
- Problema o característica compartida
  - Interés social o económico compartido
  - Impactado por las políticas del condado
- Cuéntenos "la historia de su comunidad"

Segunda pregunta: ¿Se beneficiaría esta comunidad de estar "incluida dentro de un solo distrito a los efectos de su representación efectiva y justa"?

- ¿O se beneficiaría más de tener múltiples representantes?

Las definiciones de comunidades de interés no pueden incluir relaciones con partidos políticos, titulares o candidatos políticos.

Resumen Demográfico de los Distritos Existentes

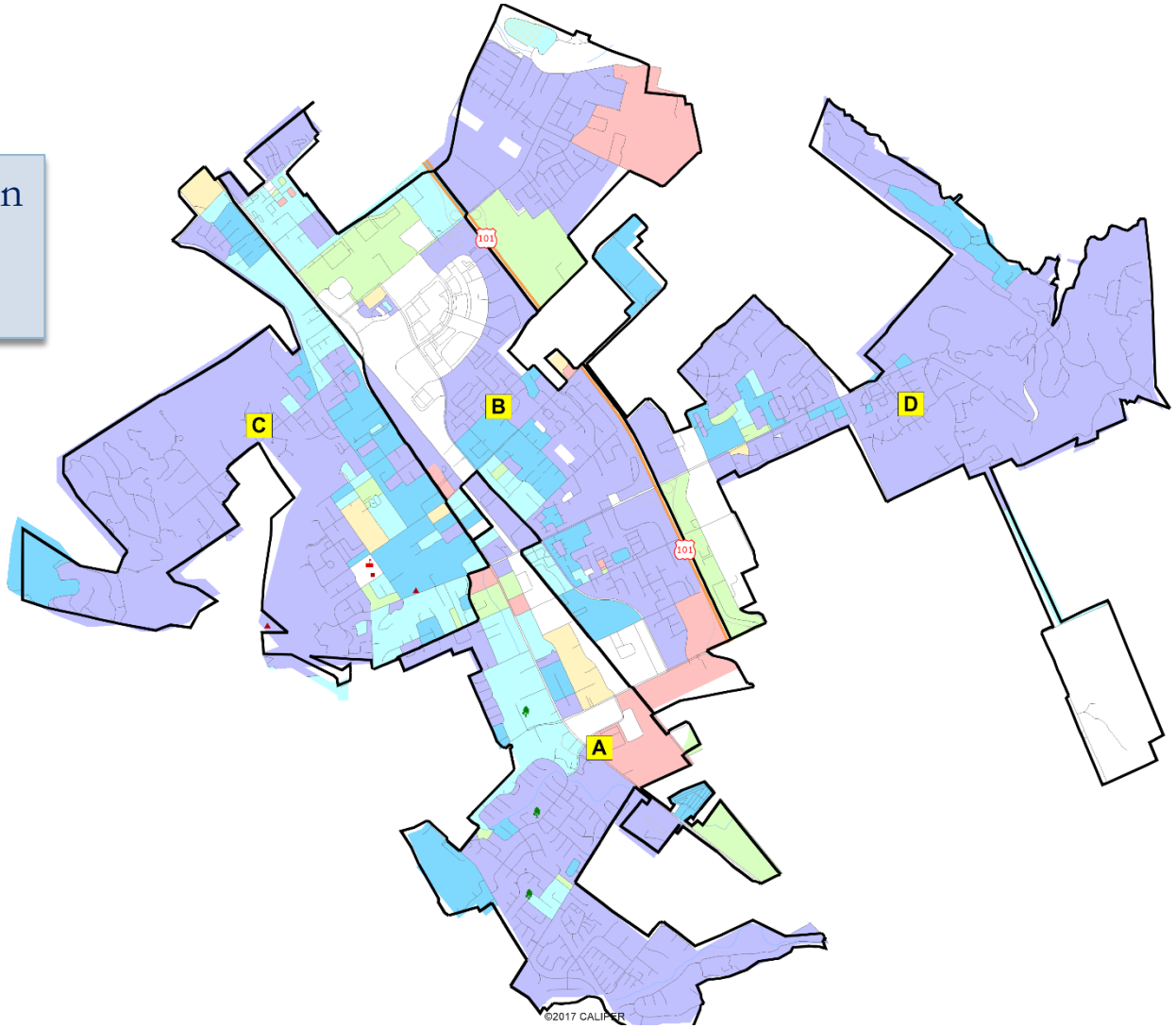
District		A	B	C	D	Total
2020		11,108	11,539	11,153	11,766	45,566
	Deviation from ideal	-284	148	-239	375	658
	% Deviation	-2.49%	1.29%	-2.09%	3.29%	5.78%
2020 Total Pop	% Hisp	38%	36%	39%	21%	33%
	% NH White	44%	39%	40%	52%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	12%	18%	16%	21%	17%
Citizen Voting Age Pop	Total	6,785	7,842	7,102	8,175	29,905
	% Hisp	24%	27%	28%	18%	24%
	% NH White	57%	51%	53%	62%	56%
	% NH Black	3%	3%	2%	2%	2%
	% Asian/Pac.Isl.	14%	18%	16%	16%	16%

Recuentos utilizando datos demográficos oficiales del Censo 2020 y de la Encuesta de la Comunidad Estadounidense ajustados por el estado.

Cada uno de los 4 distritos debe contener aproximadamente 11,390 personas.

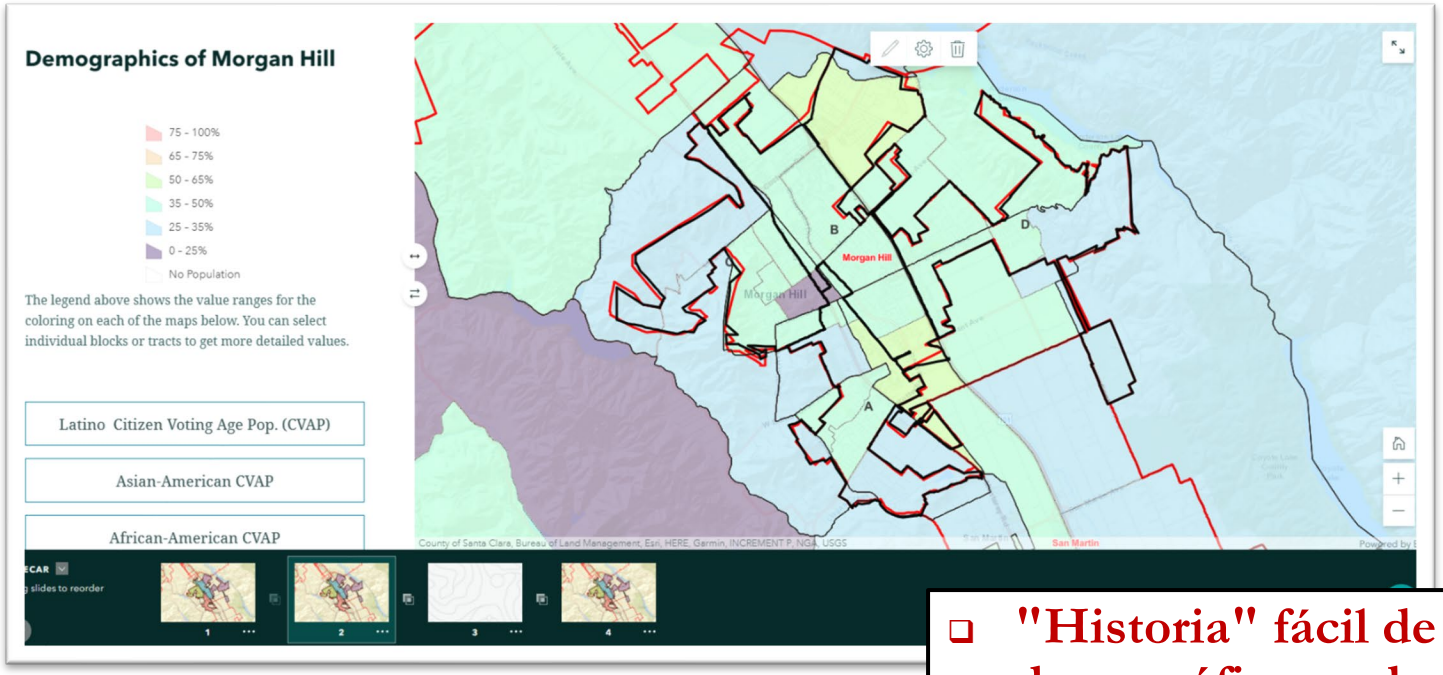
Latino CVAP

Los latinos se concentran a lo largo de Butterfield Road



- *0% - 10%*
- *10% - 25%*
- *25% - 35%*
- *35% - 50%*
- *50% - 75%*
- *75% - 100%*

Story Map – Interactive Viewer



- **"Historia" fácil de usar de datos demográficos y de otro tipo**
  - Similar a PowerPoint, pero interactiva
  - Se usa para identificar "comunidades de interés"

Ver el Mapa, Story Map, de Morgan Hill en https://arcg.is/1bbOru

Herramientas de mapeo público y revisión de mapas

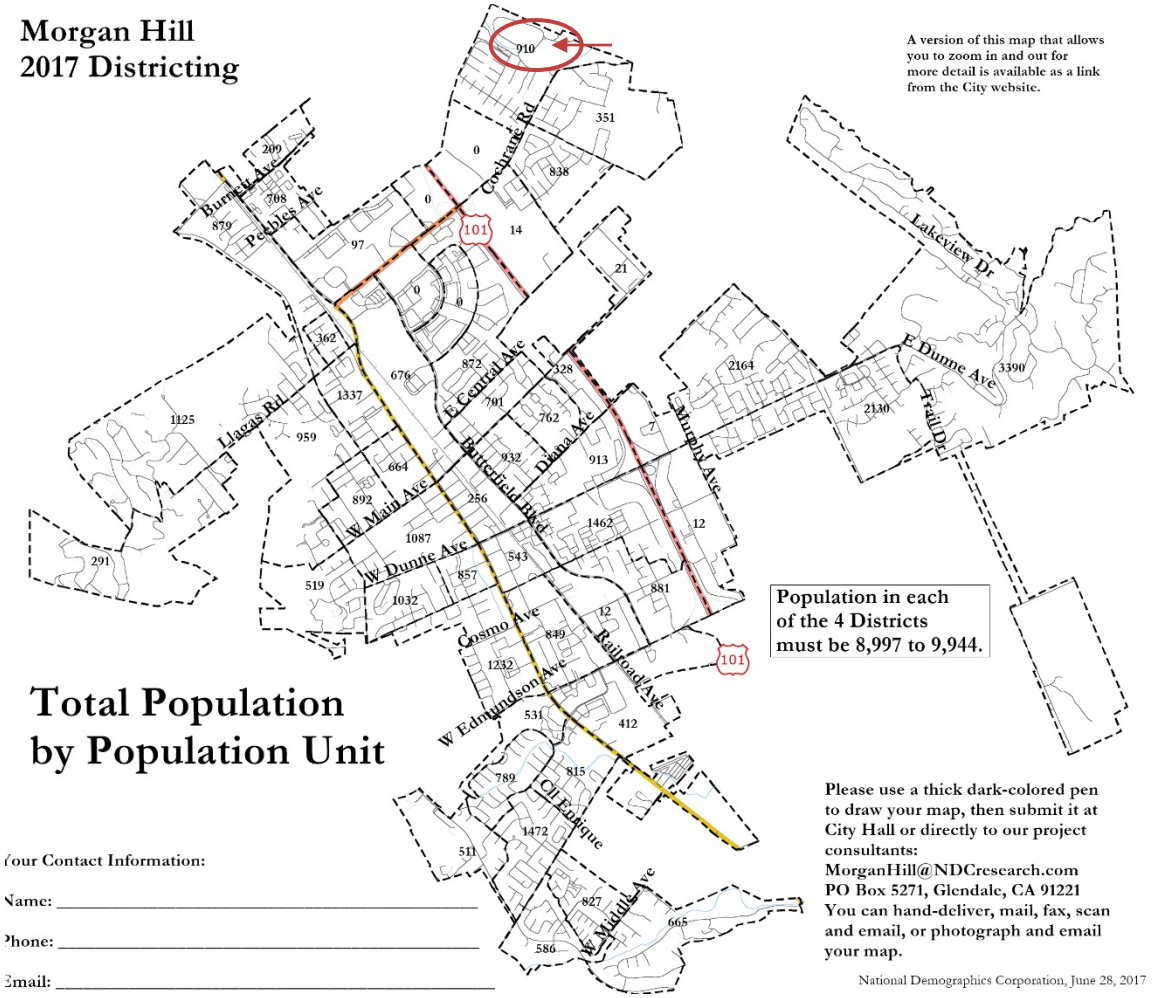
- **Diferentes herramientas para diferentes propósitos.**
- **Diferentes herramientas para diferentes niveles de habilidad técnica e interés.**
  - Herramienta sencilla para "revisar borradores de mapas"
  - Herramienta fácil de usar "Dibuja tu vecindario"
  - Herramientas sencillas para "Dibujar un borrador de mapa" basadas en papel y Excel
  - Herramienta potente y rica en datos "Dibujar un mapa preliminar"

Ya sea que use la poderosa (pero complicada) herramienta de mapas en línea, Excel, el kit de papel o simplemente dibuje en una servilleta, ¡le damos la bienvenida a sus mapas!

Herramienta de dibujo de mapa simple

Documento "Kit de participación pública"

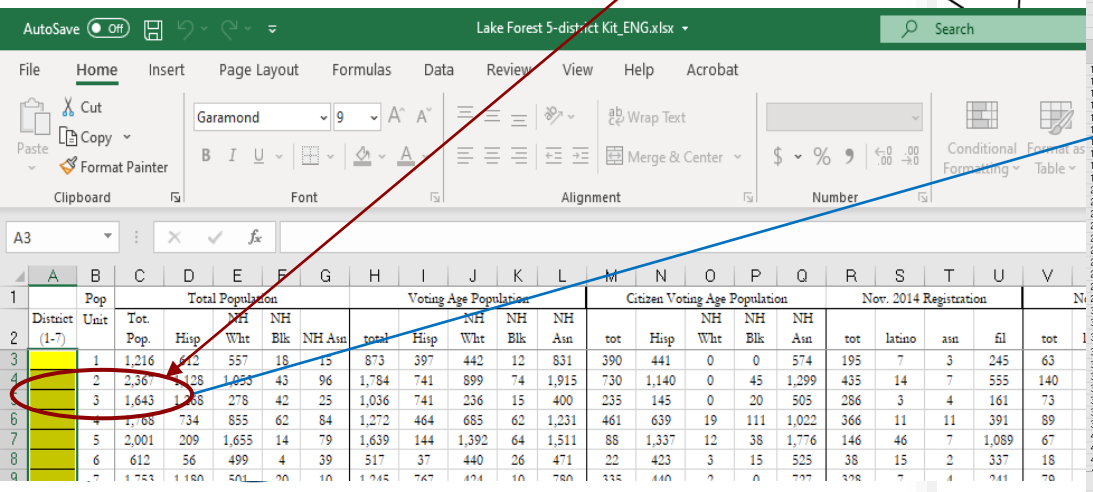
- Para quienes no tienen acceso a internet o prefieren el papel
- Solo recuentos de población total, sin cifras demográficas



Herramienta de dibujo de mapa simple + Suplemento de Excel

"Kit de participación pública"

- Para quienes conocen Excel y no desean utilizar herramientas en línea
- Agrega datos CVAP
- Excel hace las matemáticas



	Pop	Total Population					Voting Age Population					Citizen Voting Age Population					Nov. 2014 Registration				
District (1-7)	Unit	Tot. Pop.	Hisp	NH Wht	NH Blk	NH Asn	total	Hisp	NH Wht	NH Blk	NH Asn	tot	Hisp	NH Wht	NH Blk	NH Asn	tot	latino	asn	fil	tot
	1	1,216	612	557	18	15	873	397	442	12	831	390	441	0	0	574	195	7	3	245	63
	2	2,367	1,128	1,053	43	96	1,784	741	899	74	1,915	730	1,140	0	45	1,299	435	14	7	555	140
	3	1,643	1,168	278	42	25	1,036	741	236	15	400	235	145	0	20	505	286	3	4	161	73
	4	1,768	734	855	62	84	1,272	464	685	62	1,231	461	639	19	111	1,022	366	11	11	391	89
	5	2,001	209	1,655	14	79	1,639	144	1,392	64	1,511	88	1,337	12	38	1,776	146	46	7	1,089	67
	6	612	56	499	4	39	517	37	440	26	471	22	423	3	15	525	38	15	2	337	18
	7	1,753	1,180	501	20	10	1,245	767	424	10	780	335	440	2	0	727	328	7	4	241	79

Sums by District Assigned — Ideal population: 15,314

City of San Buenaventura 2017 Public Participation Kit

enter your name here

Group	Category	Counts 1	2	3	4	5	6	7	Unassigned	Total	Percentages 1	2	3	4	5	6	7	Unassigned	Total
Total Population	Tot. Pop.	0	0	0	0	0	0	0	107,197	107,197									
	Deviation from Ideal	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314		0	-100%	-100%	-100%	-100%	-100%	-100%	-100%		0.00%
	Hisp	0	0	0	0	0	0	0	34,182	34,182	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	32%	32%
	NH Wht	0	0	0	0	0	0	0	64,294	64,294	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	60%
	NH Blk	0	0	0	0	0	0	0	1,919	1,919	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	2%
	NH Asn	0	0	0	0	0	0	0	4,530	4,530	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%	4%
Voting Age Population	Total VAP	0	0	0	0	0	0	0	83,090	83,090									
	Hisp	0	0	0	0	0	0	0	22,928	22,928	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	21%	28%
	NH Wht	0	0	0	0	0	0	0	53,657	53,657	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	50%	65%
	NH Blk	0	0	0	0	0	0	0	3,401	3,401	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3%	4%
	NH Asn	0	0	0	0	0	0	0	77,063	77,063	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	72%	93%
Citizen Voting Age Population	Total CVAP	0	0	0	0	0	0	0	18,936	18,936									
	Hisp	0	0	0	0	0	0	0	52,843	52,843	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	49%	279%
	NH Wht	0	0	0	0	0	0	0	1,675	1,675	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	9%
	NH Blk	0	0	0	0	0	0	0	2,630	2,630	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	14%
	NH Asn	0	0	0	0	0	0	0	63,996	63,996	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	338%
Nov. 2014 Registration	Total Reg	0	0	0	0	0	0	0	13,374	13,374									
	Latino	0	0	0	0	0	0	0	1,100	1,100	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1%	8%
	Asian-American	0	0	0	0	0	0	0	463	463	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	3%
	Filipino	0	0	0	0	0	0	0	30,448	30,448	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	28%	228%
Nov. 2014 Votes	Total Votes	0	0	0	0	0	0	0	4,317	4,317									
	Latino	0	0	0	0	0	0	0	461	461	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	11%
	Asian-American	0	0	0	0	0	0	0	181	181	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%
	Filipino	0	0	0	0	0	0	0	164	164	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%

Submitter's Comments about the plan:

I think this map makes sense because . . . .

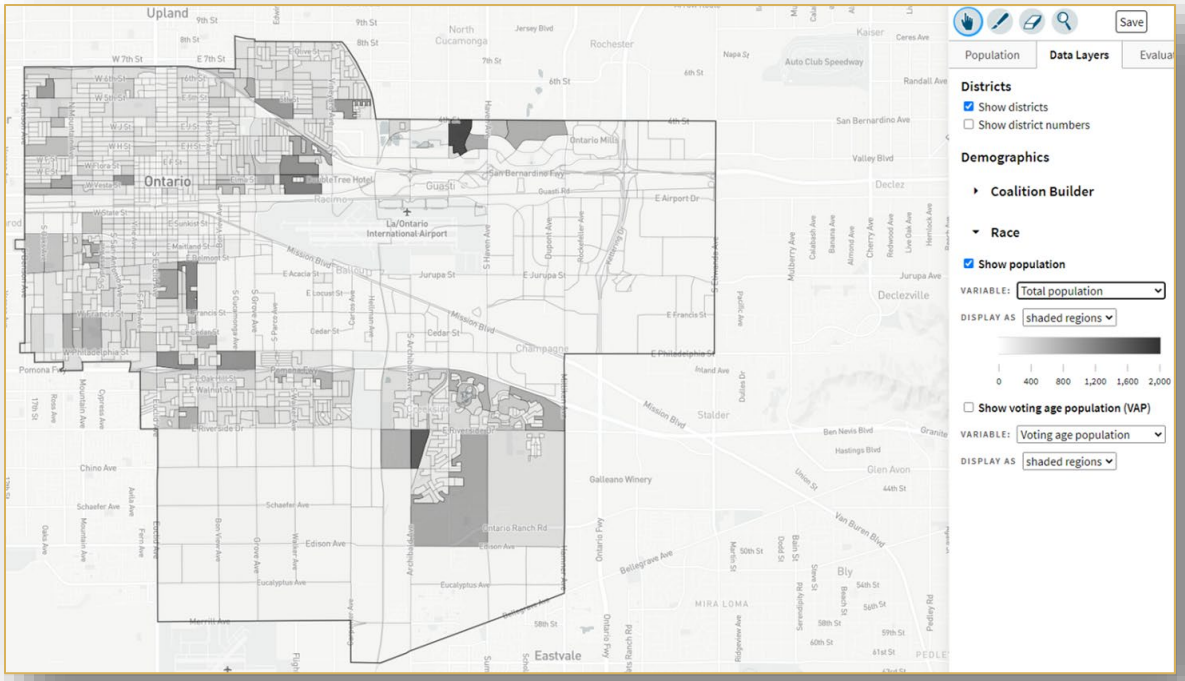
Instructions | Assignments | 7-district balance

20 de octubre de 2021

DistrictR

Enfoque "Dibuje su comunidad de interés"

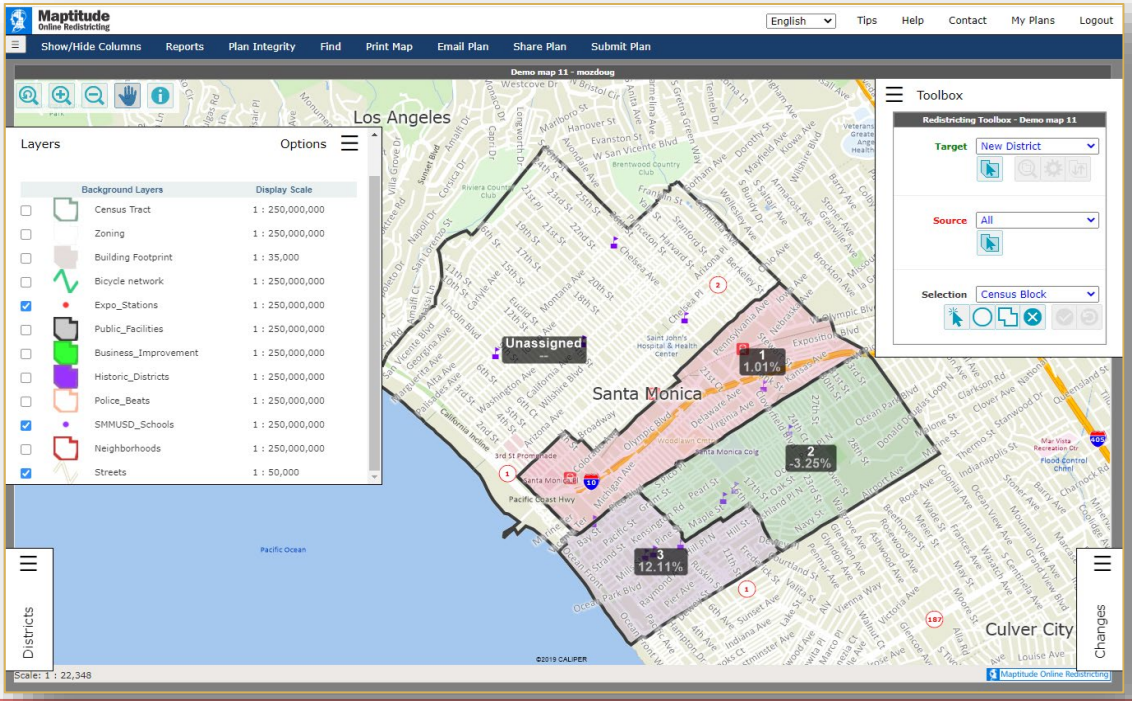
- **districtR.org**
- También incluye una sencilla herramienta de mapeo de distritos; Solo disponible en ingles
- Opciones externas similares: Representable.org, DrawMyCACommunity.org; múltiples opciones de idioma



"Redistribución de distritos en línea de Maptitude" de Caliper

Base de datos completa, poderosa herramienta de mapeo en línea

- Herramienta en línea potente, común y rica en datos
- Seis opciones de idioma: inglés, español, portugués, vietnamita, mandarín y coreano
- Guía de inicio rápido



Audiencia pública y debate

- **¿Cuál es su vecindario y cuáles son sus límites?**
- **¿Qué otras áreas notables hay en la ciudad y cuáles son sus límites?**

Discusión sobre:

- "Barrios"
- “comunidades de interés”

Comparte tus pensamientos

Sitio web

morganhillredistricting2021.com

Teléfono

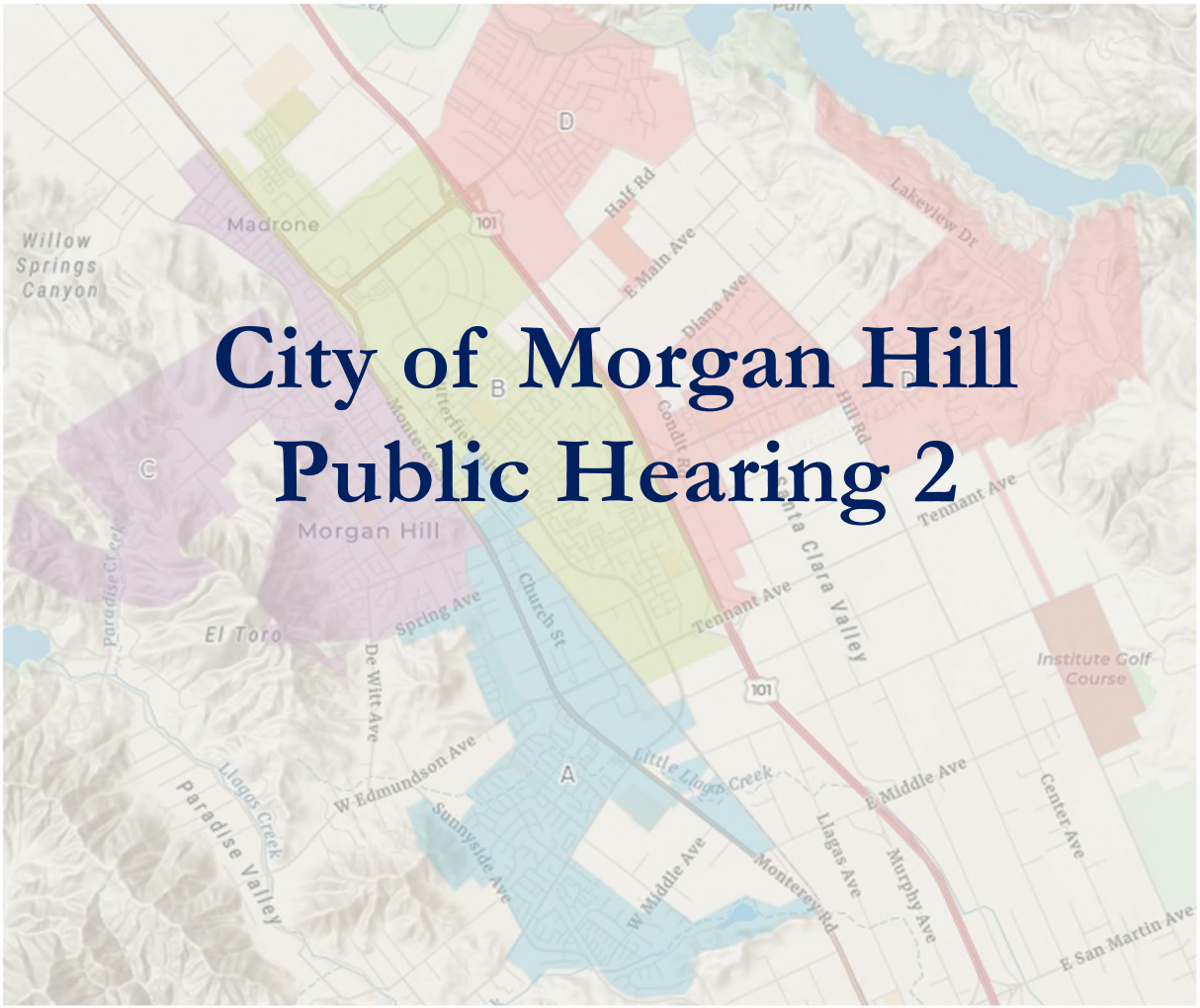
408-310-4678

Correo electrónico

redistricting2021@morganhill.ca.gov

NDC

National Demographics Corporation



City of Morgan Hill
Public Hearing 2

October 20, 2021

Dr. Justin Levitt, Vice-President
National Demographics Corporation

Redistricting Rules and Goals

1. Federal Laws

Equal Population

Federal Voting Rights Act

No Racial Gerrymandering

2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and "communities of interest"**
   (Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
   (Do not bypass one group of people to get to a more distant group of people)

Prohibited:

"Shall not favor or discriminate against a political party."

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Respect voters' choices / continuity in office

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2nd Question: What are its geographic boundaries?

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- Geographic Area, plus
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2nd Question: Would this community benefit from being "included within a single district for purposes of its effective and fair representation"?

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2020		11,108	11,539	11,153	11,766	45,566
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	% Deviation	-2.49%	1.29%	-2.09%	3.29%	5.78%
2020 Total Pop	% Hisp	38%	36%	39%	21%	33%
	% NH White	44%	39%	40%	52%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	12%	18%	16%	21%	17%
Citizen Voting Age Pop	Total	6,785	7,842	7,102	8,175	29,905
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Counts using official state-adjusted 2020 Census and American Community Survey demographic data.

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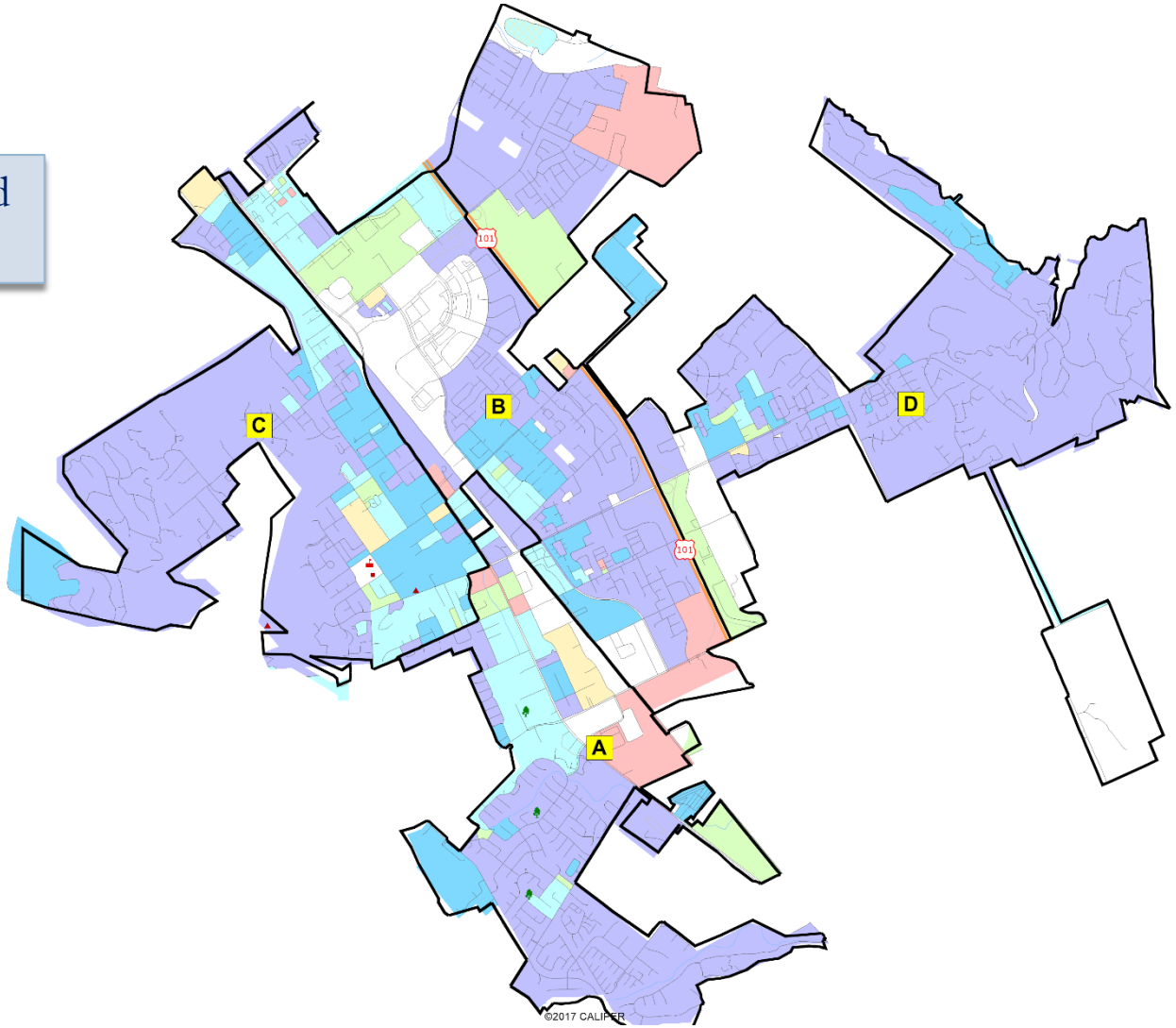
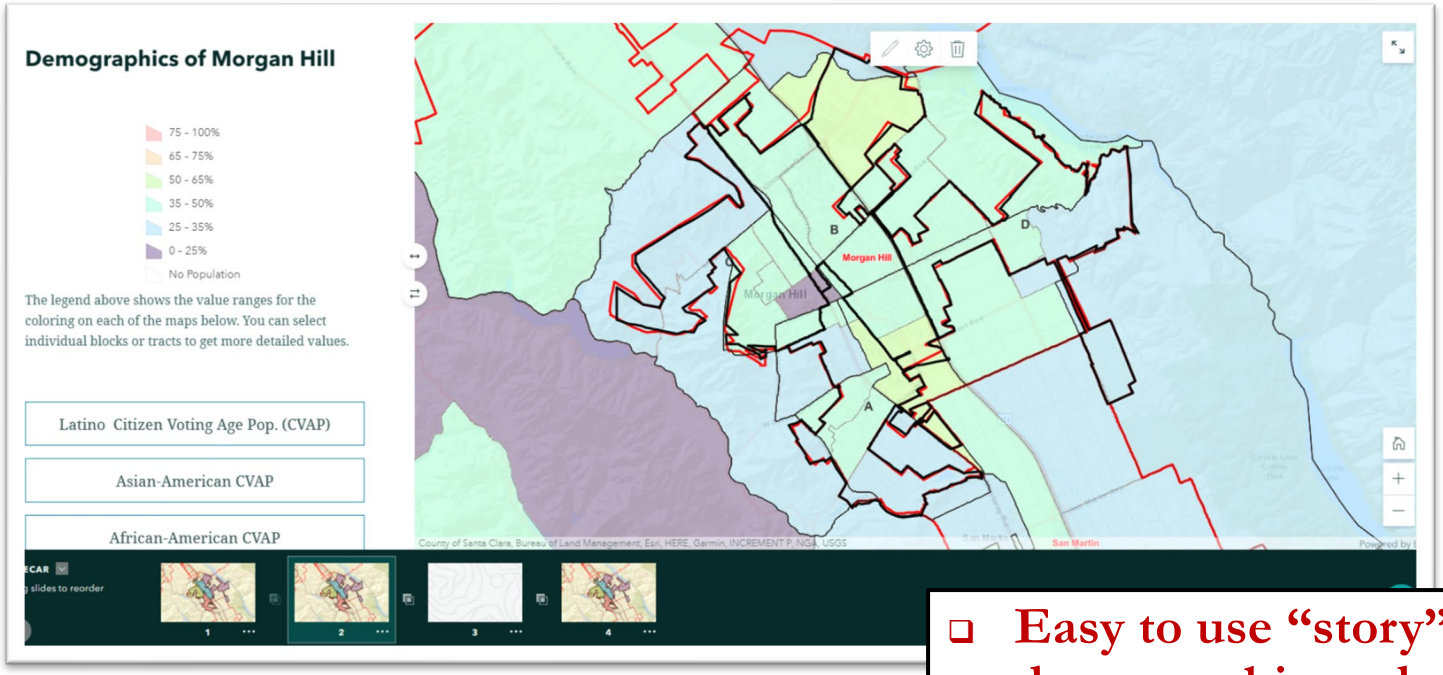
Latinos are concentrated along Butterfield Road



- 0% - 10%
- 10% - 25%
- 25% - 35%
- 35% - 50%
- 50% - 75%
- 75% - 100%

Story Map – Interactive Viewer



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View Morgan Hill's Story Map at https://arcg.is/1bbOru

Public Mapping and Map Review Tools

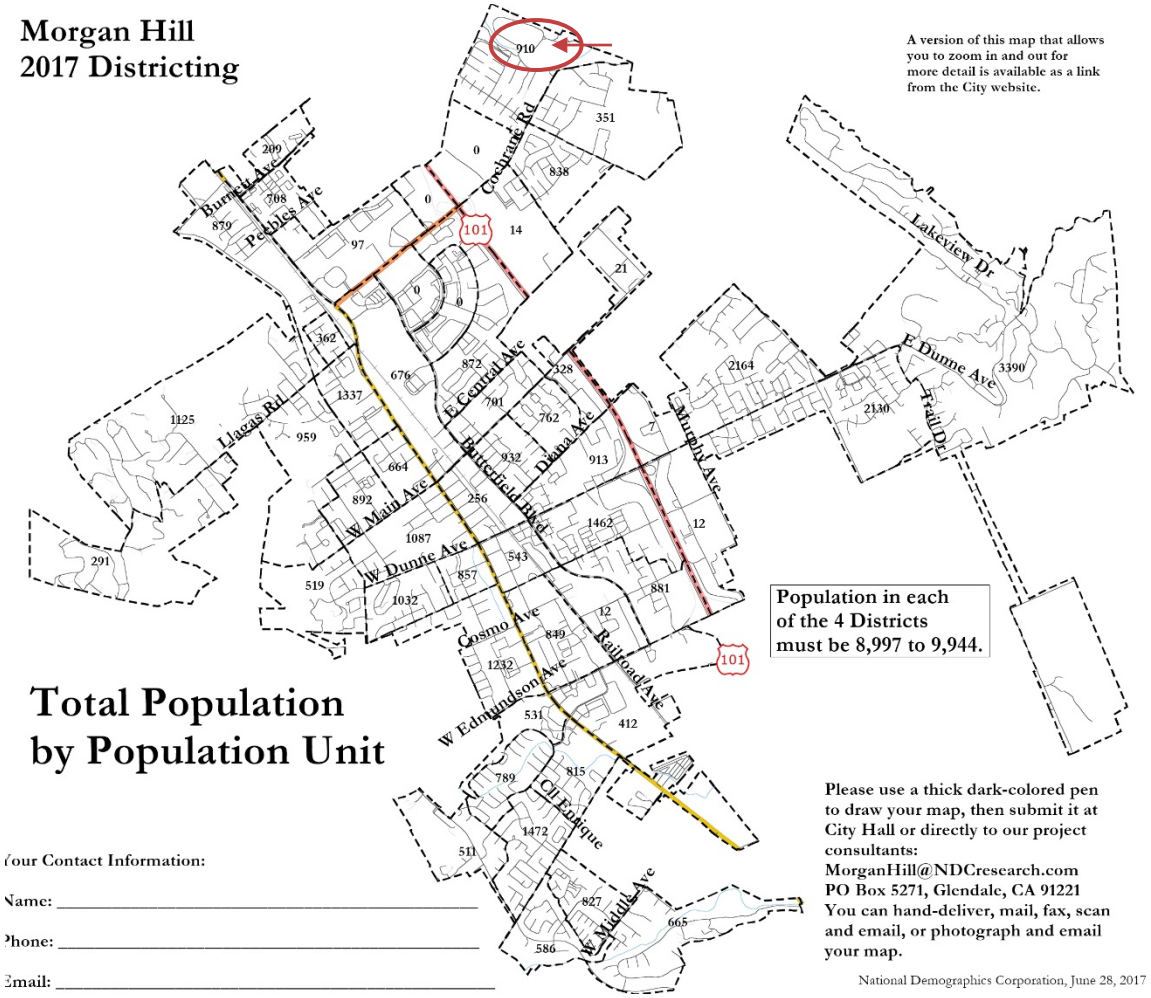
- **Different tools for different purposes**
- **Different tools for different levels of technical skill and interest**
  - Simple "review draft maps" tool
  - Easy-to-use "Draw your neighborhood" tool
  - Paper- and Excel-based simple "Draw a draft map" tools
  - Powerful, data-rich "Draw a draft map" tool

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!

Simple Map Drawing Tool

Paper "Public Participation Kit"

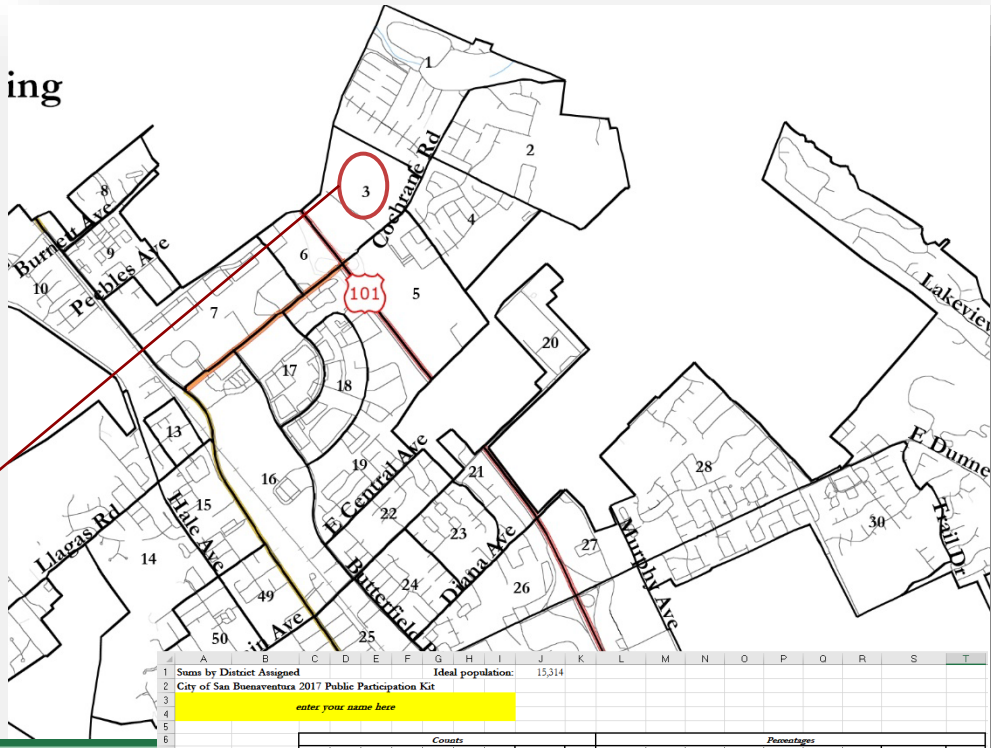
- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers

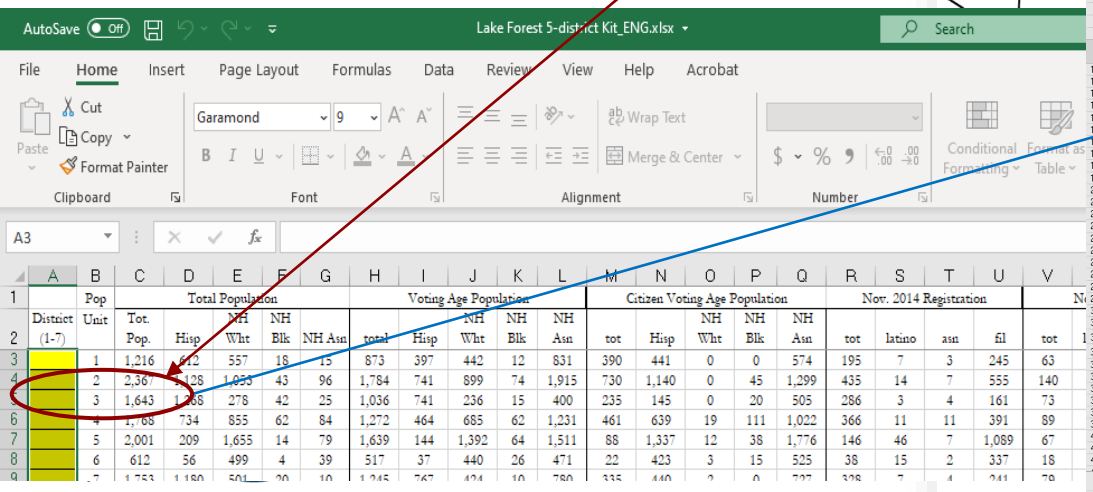


Simple Map Drawing Tool + Excel Supplement

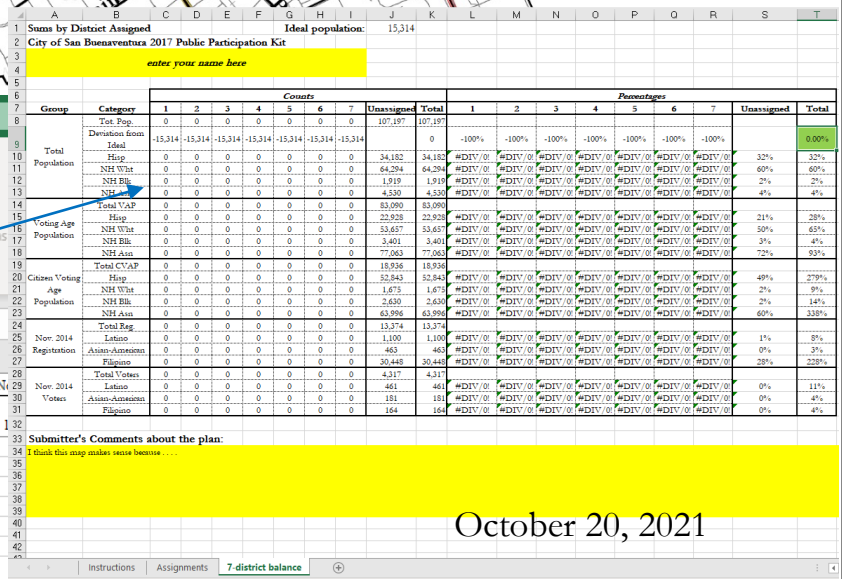
"Public Participation Kit"

- For those who know Excel and do not wish to use online tools
- Adds CVAP data
- Excel does the math





District (1-7)	Pop Unit	Total Population: Tot. Pop.	Hisp	NH Wht	NH Blk	NH Asn	Voting Age Population: total	Hisp	NH Wht	NH Blk	NH Asn	Citizen Voting Age Population: tot	Hisp	NH Wht	NH Blk	NH Asn	Nov. 2014 Registration: tot	latino	asn	fil	tot
	1	1,216	612	557	18	15	873	397	442	12	831	390	441	0	0	574	195	7	3	245	63
	2	2,367	1,128	1,053	43	96	1,784	741	899	74	1,915	730	1,140	0	45	1,299	435	14	7	555	140
	3	1,643	1,168	278	42	25	1,036	741	236	15	400	235	145	0	20	505	286	3	4	161	73
	4	1,768	734	855	62	84	1,272	464	685	62	1,231	461	639	19	111	1,022	366	11	11	391	89
	5	2,001	209	1,655	14	79	1,639	144	1,392	64	1,511	88	1,337	12	38	1,776	146	46	7	1,089	67
	6	612	56	499	4	39	517	37	440	26	471	22	423	3	15	525	38	15	2	337	18
	7	1,753	1,180	501	20	10	1,245	767	424	10	780	335	440	2	0	727	328	7	4	241	79



Sums by District Assigned — Ideal population: 15,314

City of San Buenaventura 2017 Public Participation Kit

enter your name here

Group	Category	Counts: 1	2	3	4	5	6	7	Unassigned	Total	Percentages: 1	2	3	4	5	6	7	Unassigned	Total
Total Population	Tot. Pop.	0	0	0	0	0	0	0	107,197	107,197									
	Deviation from Ideal	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314		0	-100%	-100%	-100%	-100%	-100%	-100%	-100%		0.00%
	Hisp	0	0	0	0	0	0	0	34,182	34,182	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	32%	32%
	NH Wht	0	0	0	0	0	0	0	64,294	64,294	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	60%
	NH Blk	0	0	0	0	0	0	0	1,919	1,919	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	2%
	NH Asn	0	0	0	0	0	0	0	4,530	4,530	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%	4%
Voting Age Population	Total VAP	0	0	0	0	0	0	0	83,090	83,090									
	Hisp	0	0	0	0	0	0	0	22,928	22,928	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	21%	28%
	NH Wht	0	0	0	0	0	0	0	53,657	53,657	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	50%	65%
	NH Blk	0	0	0	0	0	0	0	3,401	3,401	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3%	4%
	NH Asn	0	0	0	0	0	0	0	77,063	77,063	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	72%	93%
Citizen Voting Age Population	Total CVAP	0	0	0	0	0	0	0	18,936	18,936									
	Hisp	0	0	0	0	0	0	0	52,843	52,843	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	49%	279%
	NH Wht	0	0	0	0	0	0	0	1,675	1,675	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	9%
	NH Blk	0	0	0	0	0	0	0	2,630	2,630	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	14%
	NH Asn	0	0	0	0	0	0	0	63,996	63,996	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	338%
Nov. 2014 Registration	Total Reg.	0	0	0	0	0	0	0	13,374	13,374									
	Latino	0	0	0	0	0	0	0	1,100	1,100	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1%	8%
	Asian-American	0	0	0	0	0	0	0	463	463	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	3%
	Filipino	0	0	0	0	0	0	0	30,448	30,448	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	28%	228%
Nov. 2014 Votes	Total Votes	0	0	0	0	0	0	0	4,317	4,317									
	Latino	0	0	0	0	0	0	0	461	461	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	11%
	Asian-American	0	0	0	0	0	0	0	181	181	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%
	Filipino	0	0	0	0	0	0	0	164	164	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%

Submitter's Comments about the plan:

I think this map makes sense because . . . .

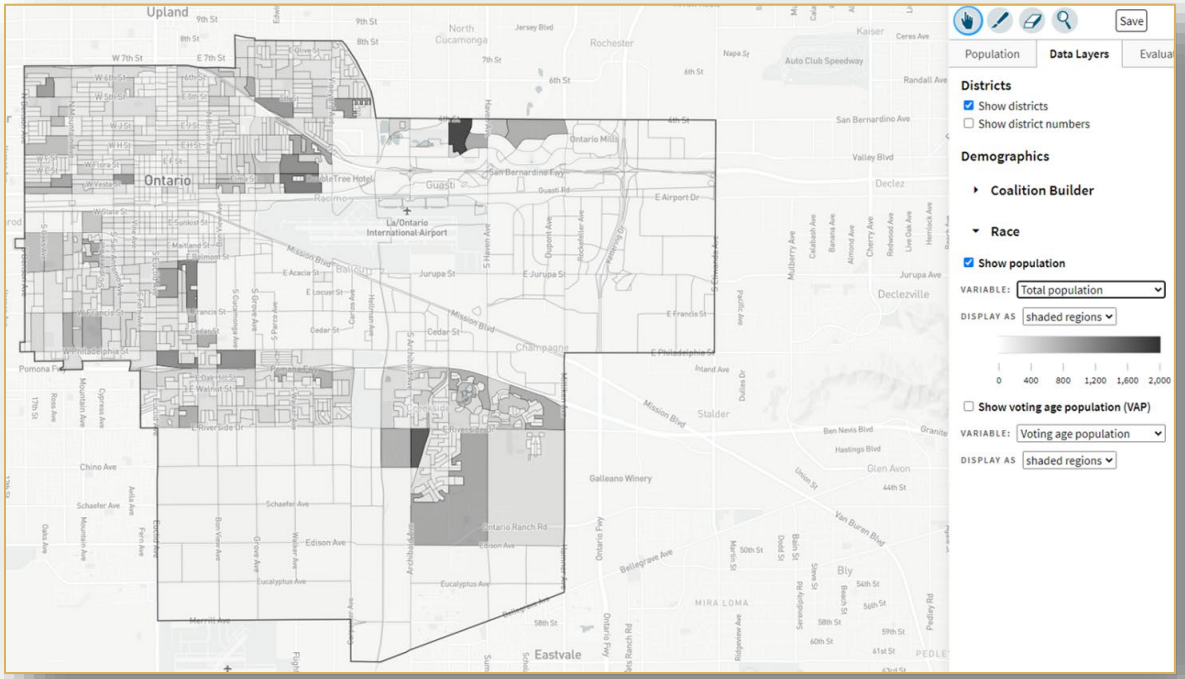
Instructions | Assignments | 7-district balance

October 20, 2021

DistrictR

"Draw Your Community of Interest" focus

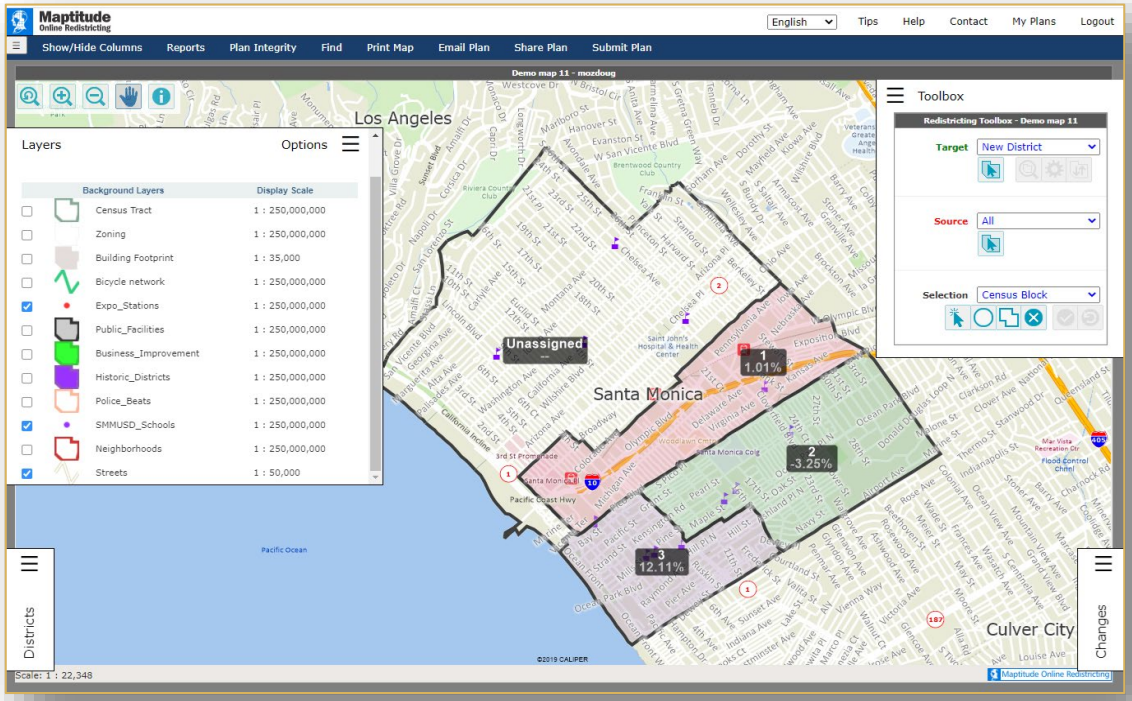
- **districtR.org**
- Also includes simple district-mapping tool; Only available in English
- Similar external options: Representable.org, DrawMyCACommunity.org; multiple language options



Caliper's "Maptitude Online Redistricting"

Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- Quick Start Guide



Public Hearing & Discussion

- **What is your neighborhood and what are its boundaries?**
- **What other notable areas are in the City, and what are their boundaries?**

Discussion on:

- "neighborhoods"
- "communities of interest"

Share Your Thoughts

Website

morganhillredistricting2021.com

Phone

408-310-4678

Email

redistricting2021@morganhill.ca.gov

NDC
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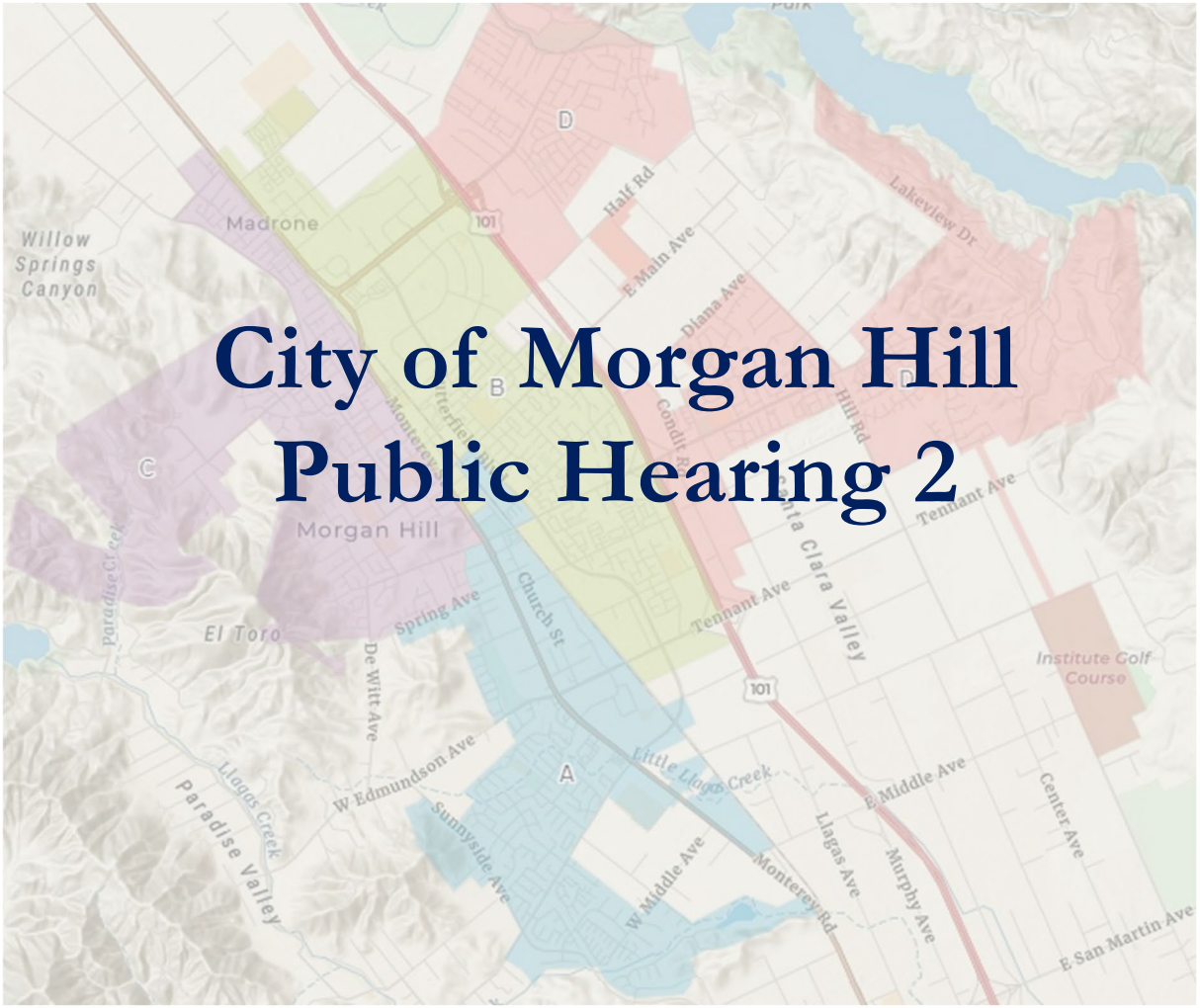

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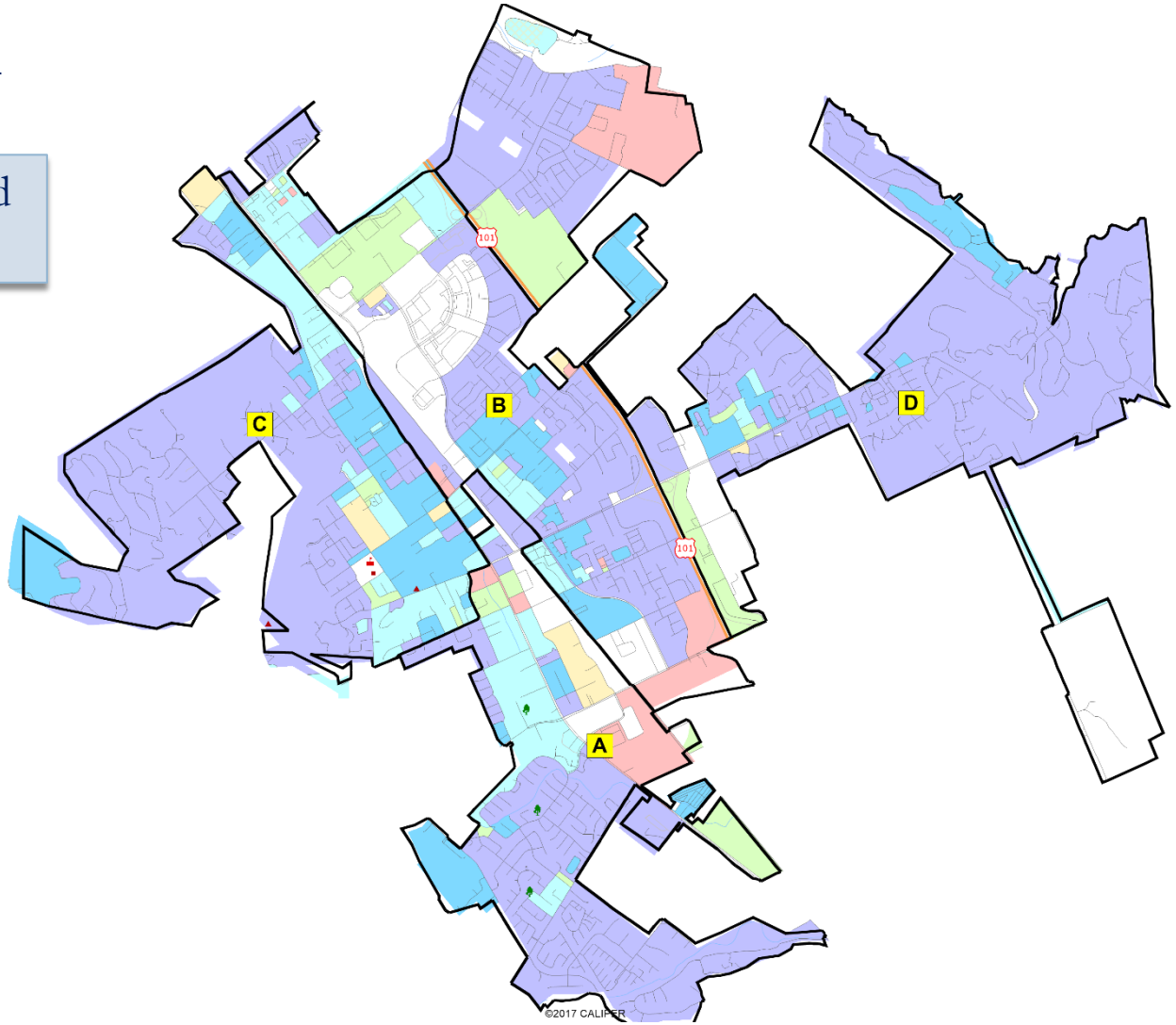

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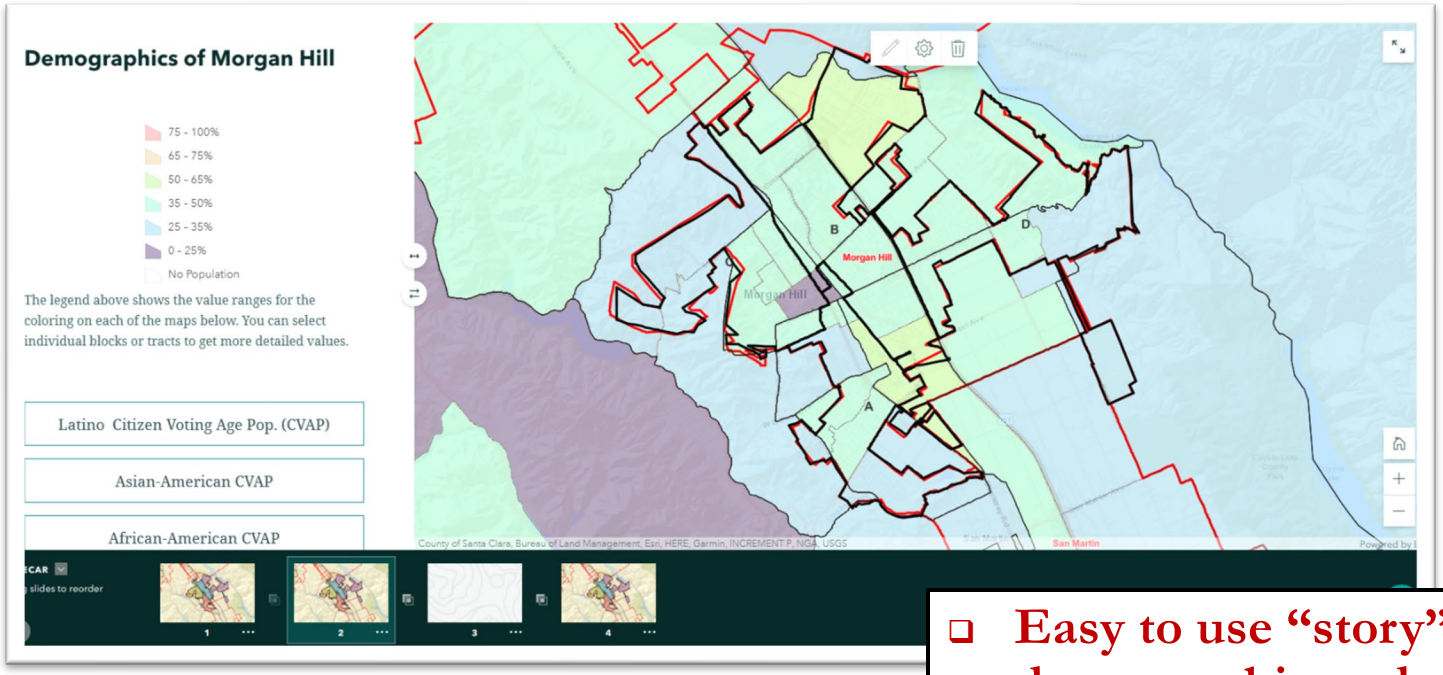

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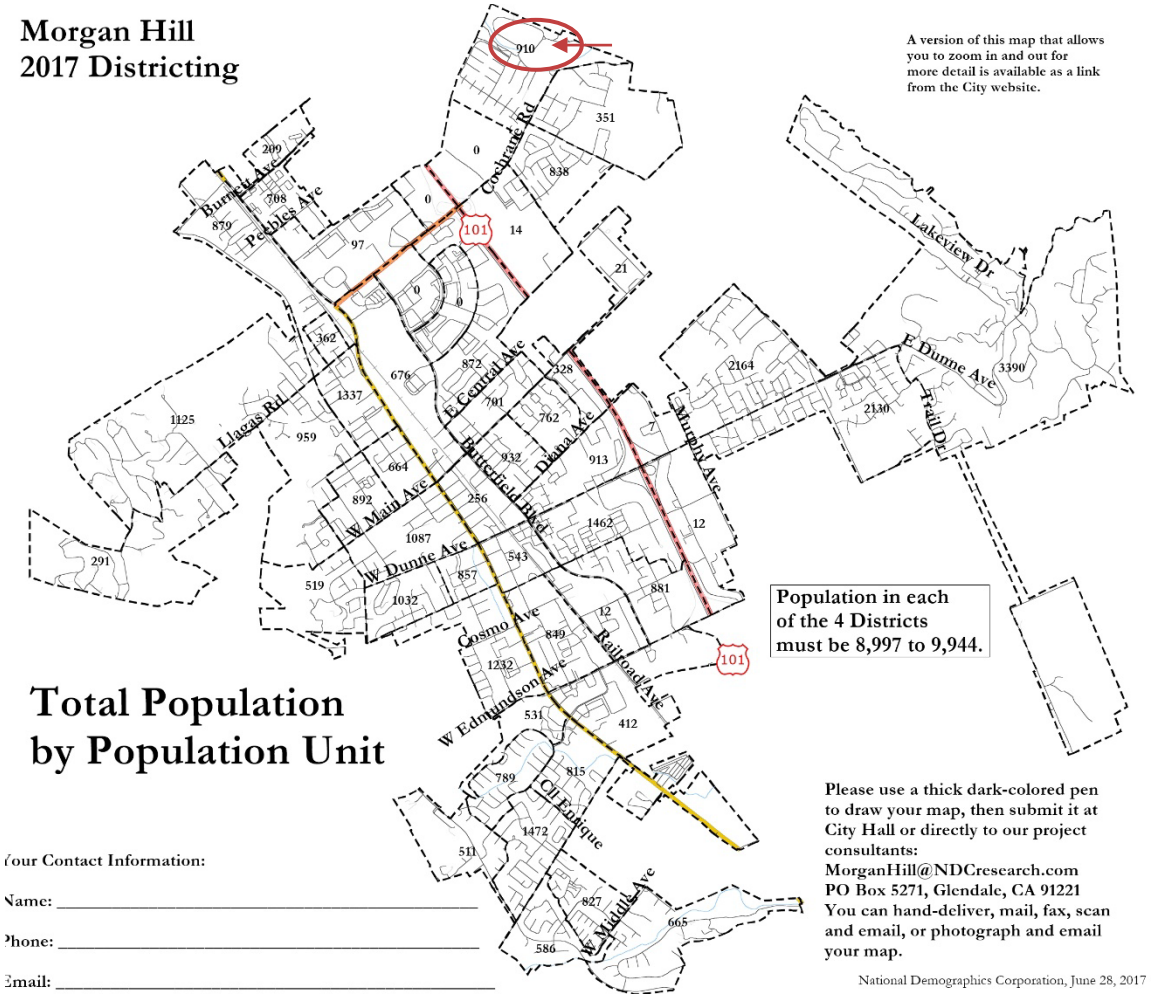

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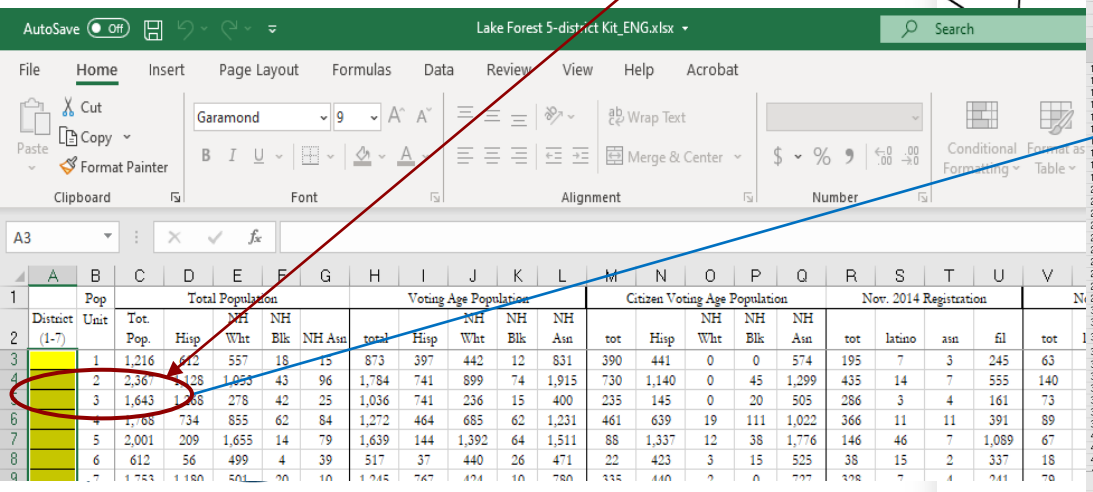

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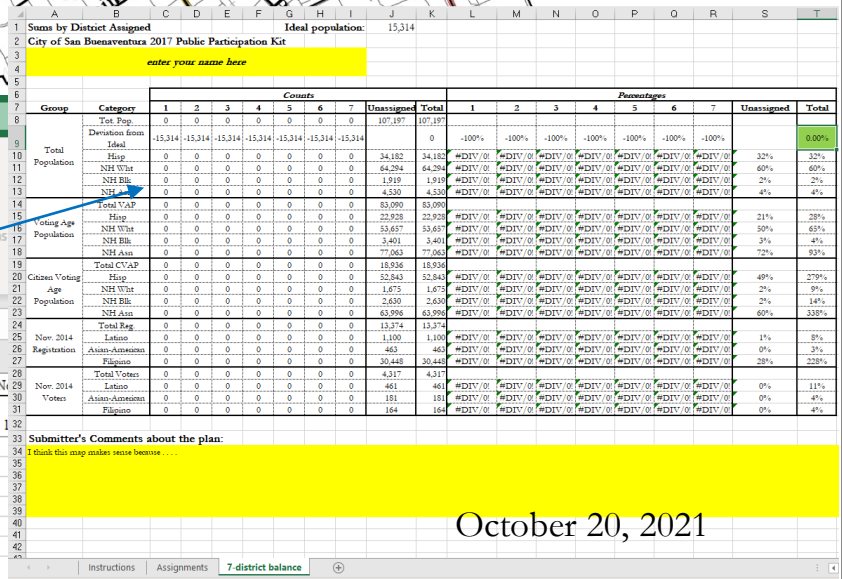

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enter your name here

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Total Population	Tot. Pop.	0	0	0	0	0	0	0	107,197	107,197									
	Deviation from Ideal	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314		0	-100%	-100%	-100%	-100%	-100%	-100%	-100%		0.00%
	Hisp	0	0	0	0	0	0	0	34,182	34,182	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	32%	32%
	NH Wht	0	0	0	0	0	0	0	64,294	64,294	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	60%
	NH Blk	0	0	0	0	0	0	0	1,919	1,919	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	2%
	NH Asn	0	0	0	0	0	0	0	4,530	4,530	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%	4%
Voting Age Population	Total VAP	0	0	0	0	0	0	0	83,090	83,090									
	Hisp	0	0	0	0	0	0	0	22,928	22,928	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	21%	28%
	NH Wht	0	0	0	0	0	0	0	53,657	53,657	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	50%	65%
	NH Blk	0	0	0	0	0	0	0	3,401	3,401	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3%	4%
	NH Asn	0	0	0	0	0	0	0	77,063	77,063	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	72%	93%
Citizen Voting Age Population	Total CVAP	0	0	0	0	0	0	0	18,936	18,936									
	Hisp	0	0	0	0	0	0	0	52,843	52,843	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	49%	279%
	NH Wht	0	0	0	0	0	0	0	1,675	1,675	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	9%
	NH Blk	0	0	0	0	0	0	0	2,630	2,630	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	14%
	NH Asn	0	0	0	0	0	0	0	63,996	63,996	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	338%
Nov. 2014 Registration	Total Reg	0	0	0	0	0	0	0	13,374	13,374									
	Latino	0	0	0	0	0	0	0	1,100	1,100	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1%	8%
	Asian-American	0	0	0	0	0	0	0	463	463	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	3%
	Filipino	0	0	0	0	0	0	0	30,448	30,448	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	28%	228%
Nov. 2014 Votes	Total Votes	0	0	0	0	0	0	0	4,317	4,317									
	Latino	0	0	0	0	0	0	0	461	461	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	11%
	Asian-American	0	0	0	0	0	0	0	181	181	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%
	Filipino	0	0	0	0	0	0	0	164	164	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%

Submitter's Comments about the plan:

I think this map makes sense because . . . .

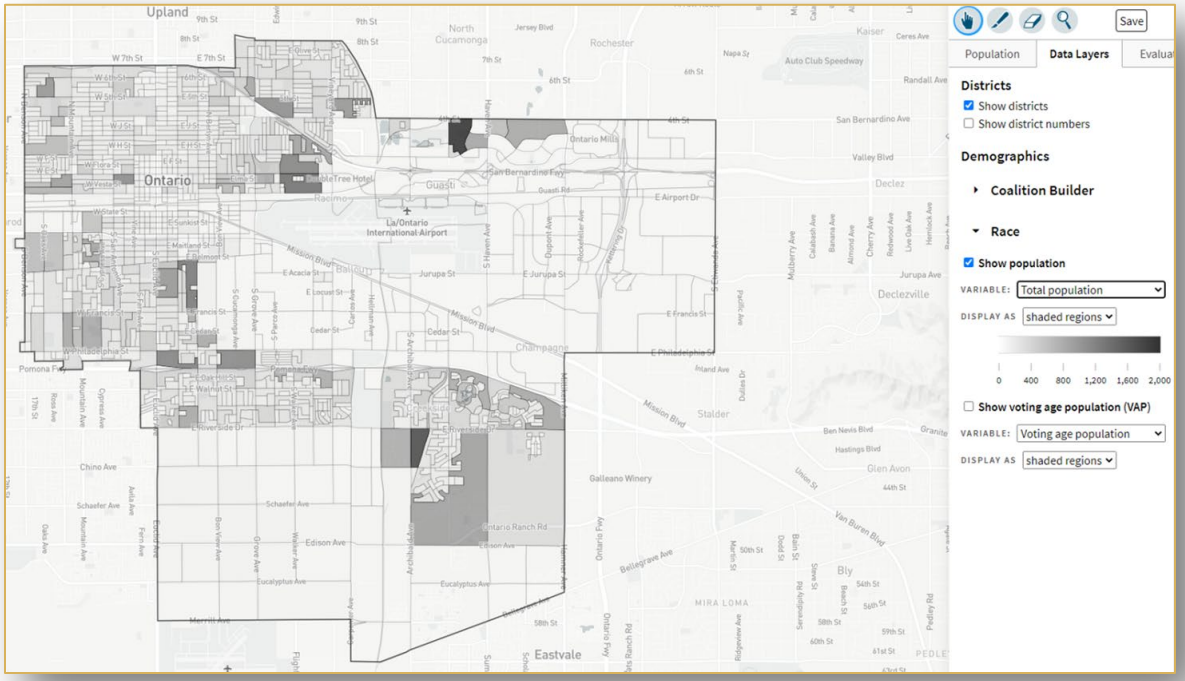
Instructions | Assignments | 7-district balance

October 20, 2021

DistrictR

"Draw Your Community of Interest" focus

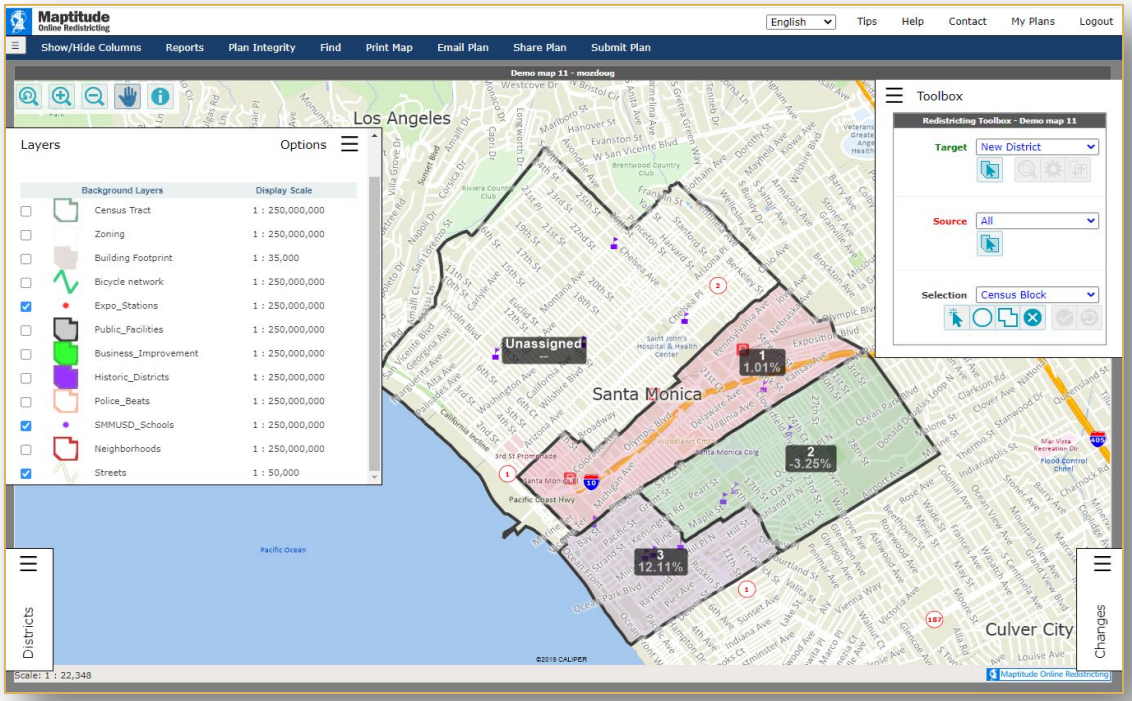
- **districtR.org**
- Also includes simple district-mapping tool; Only available in English
- Similar external options: Representable.org, DrawMyCACommunity.org; multiple language options



Caliper's "Maptitude Online Redistricting"

Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- Quick Start Guide



Public Hearing & Discussion

- **What is your neighborhood and what are its boundaries?**
- **What other notable areas are in the City, and what are their boundaries?**

Discussion on:

- "neighborhoods"
- "communities of interest"

Share Your Thoughts

Website

morganhillredistricting2021.com

Phone

408-310-4678

Email

redistricting2021@morganhill.ca.gov

National Demographics Corporation

Audiencia pública 2 de la ciudad de Morgan Hill

20 de octubre de 2021

Dr. Justin Levitt, Vice-President
National Demographics Corporation

Reglas y metas de redistribución de distritos

1. Leyes Federales

Igualdad de población

Ley Federal de Derechos Electorales

Sin Gerrymandering racial

2. California Criteria for Cities

1. **Geográficamente contiguo**
2. **Barrios indivisos y "comunidades de interés"** (Áreas geográficas socioeconómicas que deben mantenerse juntas)
3. **Límites fácilmente identificables**
4. **Compacto** (No omita a un grupo de personas para llegar a un grupo de personas más distante)

Prohibido:

"No favorecerá ni discriminará a un partido político".

3. Otros principios tradicionales de redistribución de distritos

Minimizar los votantes desplazados a diferentes años electorales

Respetar las elecciones / continuidad de los votantes en el cargo.

Crecimiento futuro de la población

Preservando el núcleo de distritos existentes

Definición de barrios

Primera pregunta: ¿Cuál es tu barrio?

Segunda pregunta: ¿Cuáles son sus límites geográficos?

Ejemplos de características físicas que definen un límite de vecindario:

- Líneas divisorias naturales de vecindarios, como carreteras o carreteras principales, ríos, canales y / o colinas
- Áreas alrededor de parques o escuelas
- Otros puntos de referencia del vecindario

En ausencia de testimonio público, los registros de planificación y otros documentos similares pueden proporcionar una definición.

Más allá de los vecindarios: definición de comunidades de interés

Primera pregunta: ¿Qué define a su comunidad?

- Área geográfica, más
- Problema o característica compartida
  - Interés social o económico compartido
  - Impactado por las políticas del condado
- Cuéntenos "la historia de su comunidad"

Segunda pregunta: ¿Se beneficiaría esta comunidad de estar "incluida dentro de un solo distrito a los efectos de su representación efectiva y justa"?

- ¿O se beneficiaría más de tener múltiples representantes?

Las definiciones de comunidades de interés no pueden incluir relaciones con partidos políticos, titulares o candidatos políticos.

Resumen Demográfico de los Distritos Existentes

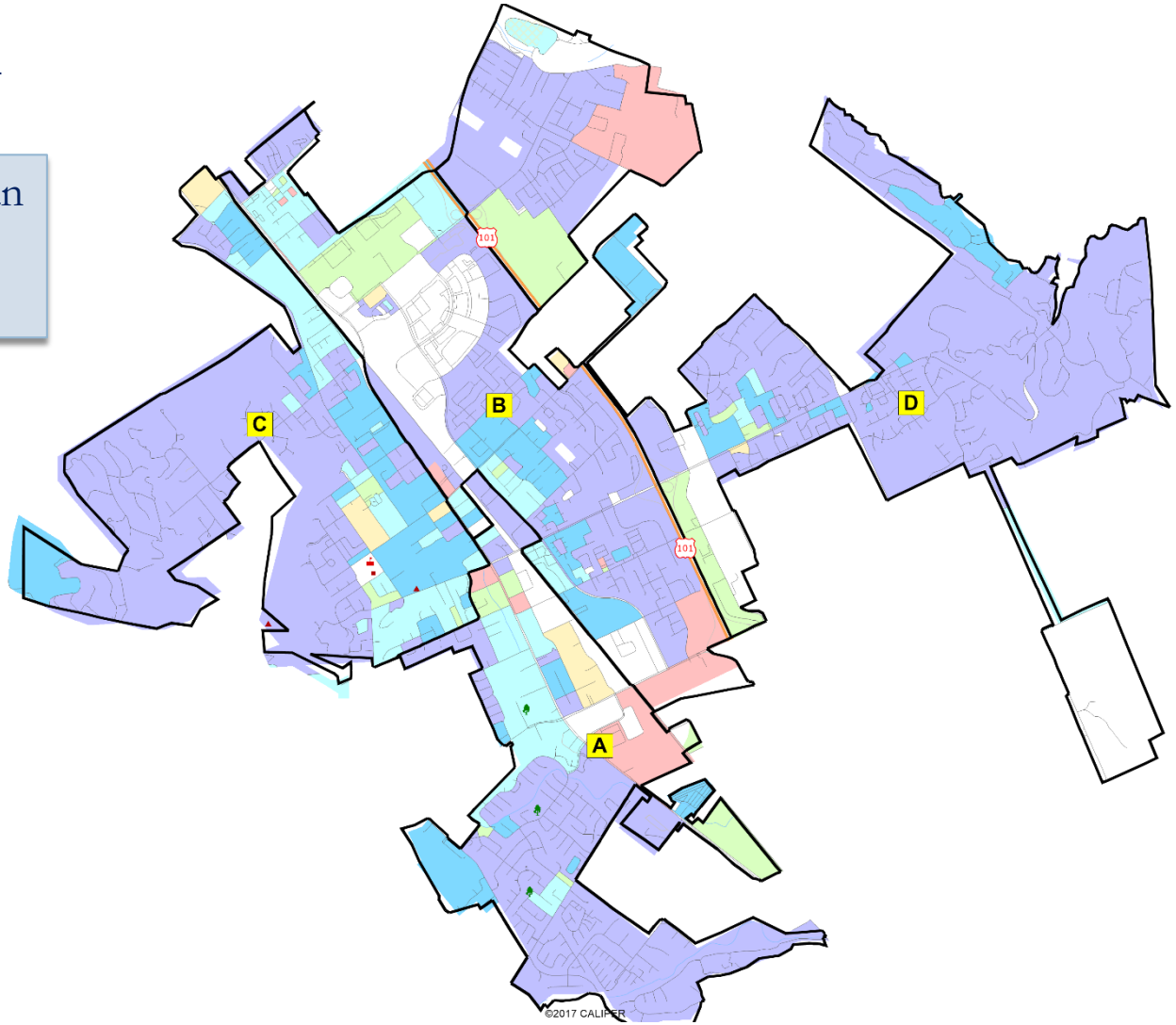
District		A	B	C	D	Total
2020		11,108	11,539	11,153	11,766	45,566
	Deviation from ideal	-284	148	-239	375	658
	% Deviation	-2.49%	1.29%	-2.09%	3.29%	5.78%
2020 Total Pop	% Hisp	38%	36%	39%	21%	33%
	% NH White	44%	39%	40%	52%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	12%	18%	16%	21%	17%
Citizen Voting Age Pop	Total	6,785	7,842	7,102	8,175	29,905
	% Hisp	24%	27%	28%	18%	24%
	% NH White	57%	51%	53%	62%	56%
	% NH Black	3%	3%	2%	2%	2%
	% Asian/Pac.Isl.	14%	18%	16%	16%	16%

Recuentos utilizando datos demográficos oficiales del Censo 2020 y de la Encuesta de la Comunidad Estadounidense ajustados por el estado.

Cada uno de los 4 distritos debe contener aproximadamente 11,390 personas.

Latino CVAP

Los latinos se concentran a lo largo de Butterfield Road



- *0% - 10%*
- *10% - 25%*
- *25% - 35%*
- *35% - 50%*
- *50% - 75%*
- *75% - 100%*

Story Map – Interactive Viewer

- **"Historia" fácil de usar de datos demográficos y de otro tipo**
  - Similar a PowerPoint, pero interactiva
  - Se usa para identificar "comunidades de interés"

Ver el Mapa, Story Map, de Morgan Hill en https://arcg.is/1bbOru

Herramientas de mapeo público y revisión de mapas

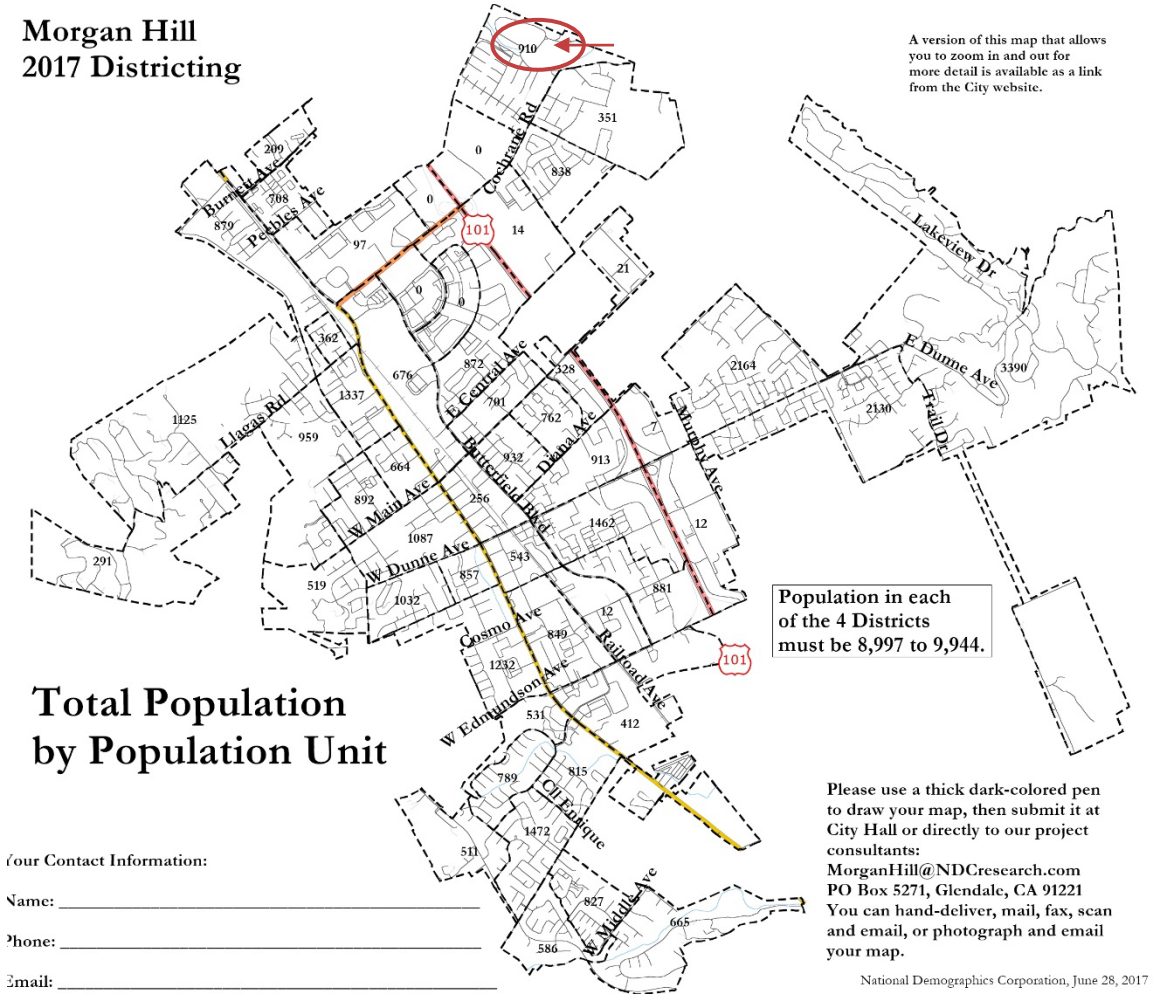
- **Diferentes herramientas para diferentes propósitos.**
- **Diferentes herramientas para diferentes niveles de habilidad técnica e interés.**
  - Herramienta sencilla para "revisar borradores de mapas"
  - Herramienta fácil de usar "Dibuja tu vecindario"
  - Herramientas sencillas para "Dibujar un borrador de mapa" basadas en papel y Excel
  - Herramienta potente y rica en datos "Dibujar un mapa preliminar"

Ya sea que use la poderosa (pero complicada) herramienta de mapas en línea, Excel, el kit de papel o simplemente dibuje en una servilleta, ¡le damos la bienvenida a sus mapas!

Herramienta de dibujo de mapa simple

Documento "Kit de participación pública"

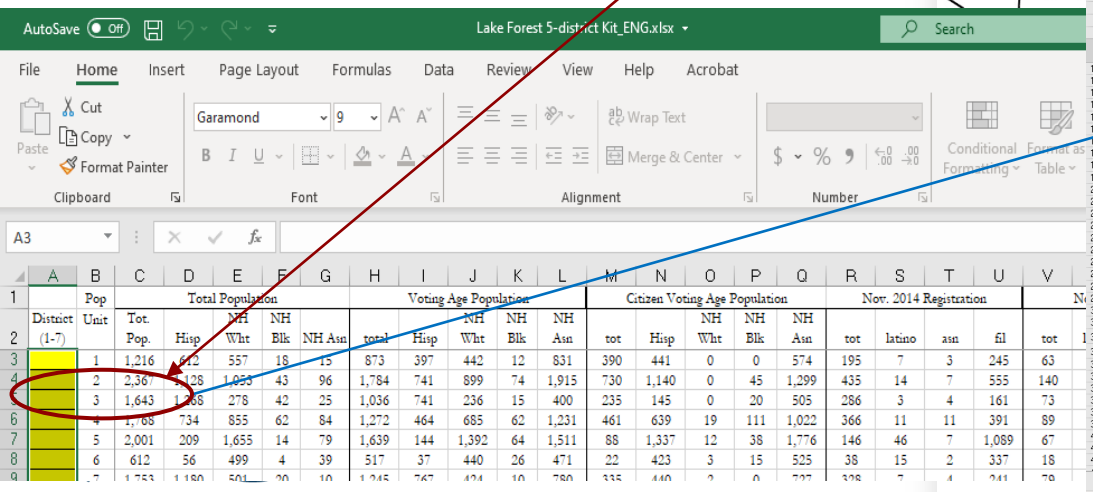
- Para quienes no tienen acceso a internet o prefieren el papel
- Solo recuentos de población total, sin cifras demográficas



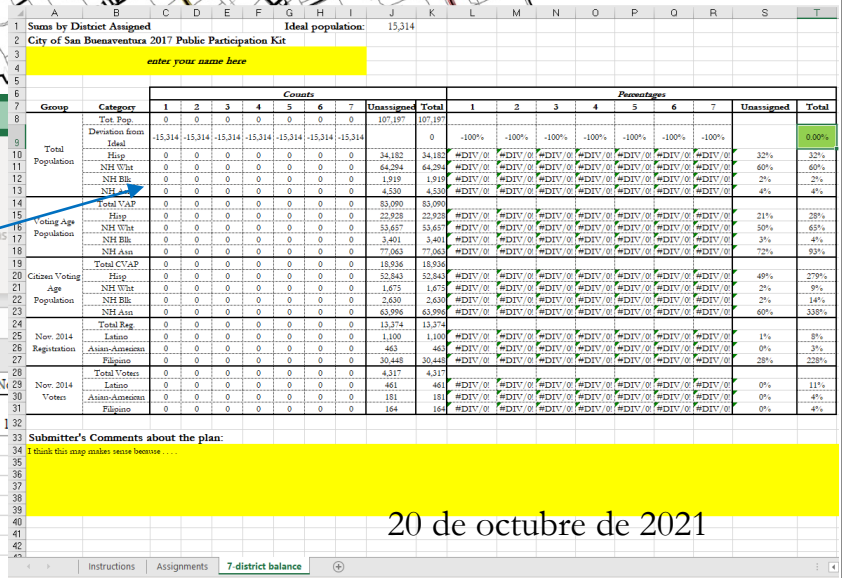
Herramienta de dibujo de mapa simple + Suplemento de Excel

"Kit de participación pública"

- Para quienes conocen Excel y no desean utilizar herramientas en línea
- Agrega datos CVAP
- Excel hace las matemáticas



District (1-7)	Pop Unit	Total Population: Tot. Pop.	Hisp	NH Wht	NH Blk	NH Asn	Voting Age Population: total	Hisp	NH Wht	NH Blk	NH Asn	Citizen Voting Age Population: tot	Hisp	NH Wht	NH Blk	NH Asn	Nov. 2014 Registration: tot	latino	asn	fil	tot
	1	1,216	612	557	18	15	873	397	442	12	831	390	441	0	0	574	195	7	3	245	63
	2	2,367	1,128	1,053	43	96	1,784	741	899	74	1,915	730	1,140	0	45	1,299	435	14	7	555	140
	3	1,643	1,168	278	42	25	1,036	741	236	15	400	235	145	0	20	505	286	3	4	161	73
	4	1,768	734	855	62	84	1,272	464	685	62	1,231	461	639	19	111	1,022	366	11	11	391	89
	5	2,001	209	1,655	14	79	1,639	144	1,392	64	1,511	88	1,337	12	38	1,776	146	46	7	1,089	67
	6	612	56	499	4	39	517	37	440	26	471	22	423	3	15	525	38	15	2	337	18
	7	1,753	1,180	501	20	10	1,245	767	424	10	780	335	440	2	0	727	328	7	4	241	79



Sums by District Assigned — Ideal population: 15,314

City of San Buenaventura 2017 Public Participation Kit

enter your name here

Group	Category	Counts: 1	2	3	4	5	6	7	Unassigned	Total	Percentages: 1	2	3	4	5	6	7	Unassigned	Total
Total Population	Tot. Pop.	0	0	0	0	0	0	0	107,197	107,197									
	Deviation from Ideal	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314		0	-100%	-100%	-100%	-100%	-100%	-100%	-100%		0.00%
	Hisp	0	0	0	0	0	0	0	34,182	34,182	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	32%	32%
	NH Wht	0	0	0	0	0	0	0	64,294	64,294	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	60%
	NH Blk	0	0	0	0	0	0	0	1,919	1,919	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	2%
	NH Asn	0	0	0	0	0	0	0	4,530	4,530	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%	4%
Voting Age Population	Total VAP	0	0	0	0	0	0	0	83,090	83,090									
	Hisp	0	0	0	0	0	0	0	22,928	22,928	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	21%	28%
	NH Wht	0	0	0	0	0	0	0	53,657	53,657	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	50%	65%
	NH Blk	0	0	0	0	0	0	0	3,401	3,401	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3%	4%
	NH Asn	0	0	0	0	0	0	0	77,063	77,063	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	72%	93%
Citizen Voting Age Population	Total CVAP	0	0	0	0	0	0	0	18,936	18,936									
	Hisp	0	0	0	0	0	0	0	52,843	52,843	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	49%	279%
	NH Wht	0	0	0	0	0	0	0	1,675	1,675	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	9%
	NH Blk	0	0	0	0	0	0	0	2,630	2,630	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	14%
	NH Asn	0	0	0	0	0	0	0	63,996	63,996	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	338%
Nov. 2014 Registration	Total Reg	0	0	0	0	0	0	0	13,374	13,374									
	Latino	0	0	0	0	0	0	0	1,100	1,100	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1%	8%
	Asian-American	0	0	0	0	0	0	0	463	463	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	3%
	Filipino	0	0	0	0	0	0	0	30,448	30,448	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	28%	228%
Nov. 2014 Votes	Total Votes	0	0	0	0	0	0	0	4,317	4,317									
	Latino	0	0	0	0	0	0	0	461	461	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	11%
	Asian-American	0	0	0	0	0	0	0	181	181	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%
	Filipino	0	0	0	0	0	0	0	164	164	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%

Submitter's Comments about the plan:

I think this map makes sense because . . . .

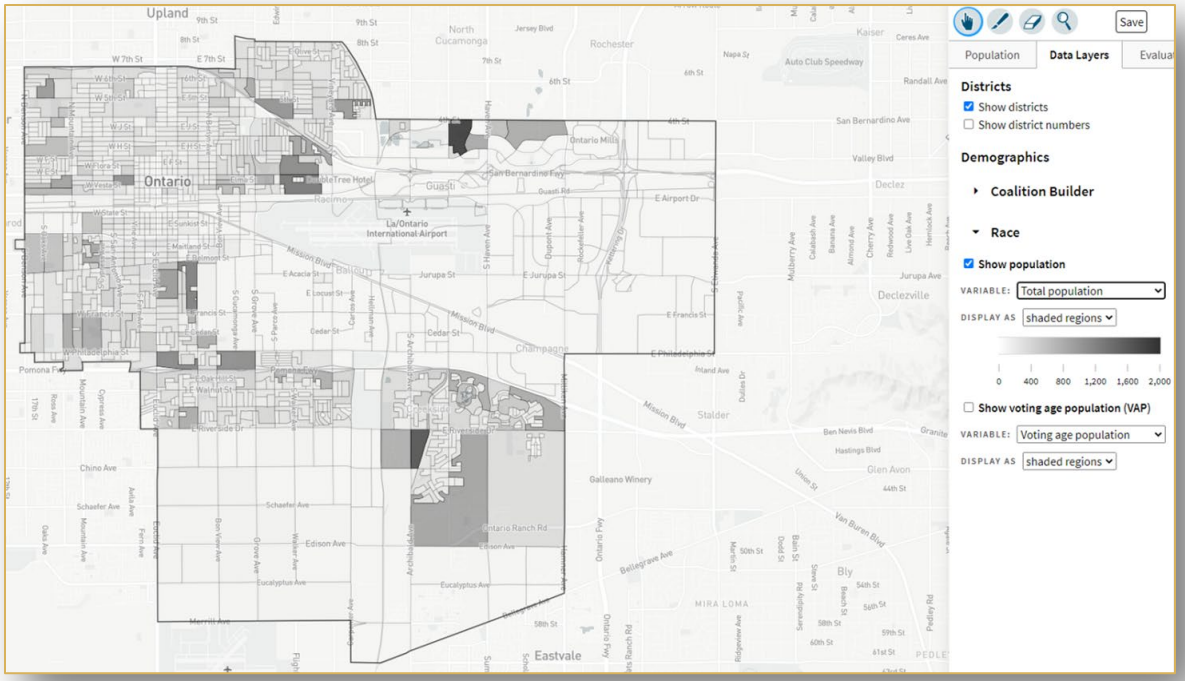
Instructions | Assignments | 7-district balance

20 de octubre de 2021

DistrictR

Enfoque "Dibuje su comunidad de interés"

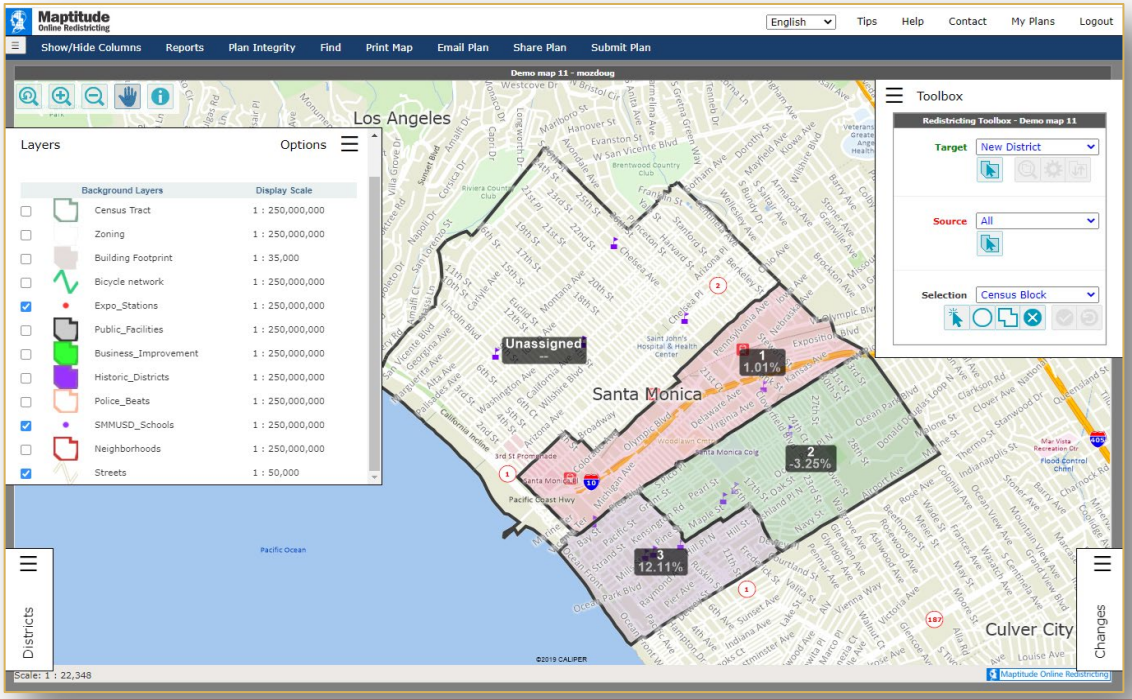
- **districtR.org**
- También incluye una sencilla herramienta de mapeo de distritos; Solo disponible en ingles
- Opciones externas similares: Representable.org, DrawMyCACommunity.org; múltiples opciones de idioma



"Redistribución de distritos en línea de Maptitude" de Caliper

Base de datos completa, poderosa herramienta de mapeo en línea

- Herramienta en línea potente, común y rica en datos
- Seis opciones de idioma: inglés, español, portugués, vietnamita, mandarín y coreano
- Guía de inicio rápido



Audiencia pública y debate

- **¿Cuál es su vecindario y cuáles son sus límites?**
- **¿Qué otras áreas notables hay en la ciudad y cuáles son sus límites?**

Discusión sobre:

- "Barrios"
- “comunidades de interés”

Comparte tus pensamientos

Sitio web

morganhillredistricting2021.com

Teléfono

408-310-4678

Correo electrónico

redistricting2021@morganhill.ca.gov

CITY OF MORGAN HILL

INFORME DEL PERSONAL DEL AYUNTAMIENTO
FECHA DE REUNIÓN: 20 de octubre de 2021

PREPARADO POR: Angie Gonzalez, Asistente de servicios del consejo
APROBADO POR: Administradora de la ciudad

RECIBIR DATOS ACTUALIZADOS DEL CENSO Y HERRAMIENTAS DE MAPEO PARA EL PROCESO DE REDISTRIBUCIÓN DE DISTRITOS DEL AYUNTAMIENTO

RECOMENDACIÓN (ES)
Abrir y cerrar la audiencia pública.

PRIORIDADES, OBJETIVOS Y ESTRATEGIAS DEL CONSEJO

Prioridades continuas
Apoyando a nuestra juventud
Personas mayores
y toda la comunidad
Preservar y cultivar la confianza pública
Mejorando la equidad
Diversidad e inclusión

Prioridades estratégicas 2020-2021
Alcance comunitario
Compromiso y mensajería

INFORME NARRATIVO:
Cada diez años, las ciudades con sistemas electorales por distrito deben utilizar nuevos datos del censo para revisar y, si es necesario, volver a trazar las líneas de distrito para reflejar cómo han cambiado las poblaciones locales. Este proceso, llamado redistribución de distritos, asegura que todos los distritos tengan una población casi igual. El proceso de redistribución de distritos para la ciudad de Morgan Hill debe completarse antes del 15 de abril de 2022.

La Ciudad adoptó los límites de sus distritos actuales el 6 de septiembre de 2017 con base en los datos del censo de 2010 como lo requiere la ley. Los distritos ahora deben volver a dibujarse utilizando los datos del censo de 2020 y de conformidad con la Ley FAIR MAPS, que fue adoptada por la legislatura de California como AB 849 y entró en vigor el 1 de enero de 2020.

Bajo la Ley, el Concejo Municipal deberá trazar y adoptar límites usando los siguientes criterios en el orden de prioridad enumerado (Código de Elecciones 21601 (c):

1. Cumplir con los requisitos federales de igualdad de población y la Ley de Derechos Electorales.
2. Geográficamente contiguo

3. Barrios indivisos y "comunidades de interés" (áreas geográficas socioeconómicas que deben mantenerse juntas)
4. Límites fácilmente identificables
5. Compacto (no omita a un grupo de personas para llegar a un grupo de personas más distante)
6. No favorecerá ni discriminará a un partido político.

Una vez que se cumplen los criterios priorizados, se pueden considerar otros principios tradicionales de distritos, tales como:

1. Minimizar el número de votantes retrasados en la votación en 2022 a 2024
2. Respetar las elecciones / continuidad de los votantes en el cargo.
3. Futuro crecimiento de la población

La Sección 21607.1 del Código Electoral establece que la Ciudad debe realizar al menos cuatro (4) audiencias públicas durante el proceso de redistribución de distritos; una (1) audiencia pública antes de que se dibujen los mapas, al menos dos (2) audiencias públicas después de que se dibujen los mapas preliminares, y una (1) audiencia pública programada para una noche o un fin de semana, momento en el que se invita al público a brindar información sobre la composición de los distritos.

El propósito de esta audiencia pública es recibir comentarios del público sobre los límites del distrito, proporcionar orientación sobre los criterios que se deben considerar al redactar los mapas del distrito, recibir una actualización de los datos del censo ajustados por el estado y recibir una demostración de las herramientas de mapeo disponibles.

Se adjunta información demográfica actualizada de los datos del censo.

COMPROMISO COMUNITARIO: Colaborar
La Oficina de la Secretaria de la Ciudad y el Equipo de Comunicaciones han desarrollado el siguiente plan de alcance comunitario:

Mensajes públicos a través de las redes sociales, el sitio web de la ciudad, comunicados de prensa, boletines y otras comunicaciones públicas, en inglés y español, que incluyen:

- Participación en las redes sociales en Facebook, Instagram, Twitter y NextDoor tanto en inglés como en español
- Página web actualizada en el sitio web de la ciudad para redistribuir actualizaciones e información
- Información proporcionada a través de flashes de noticias del sitio web, eblasts, "Morgan Hill Weekly 411" e impresos
- Comunicados de prensa enviados a varios medios y grupos, incluidos individuos e iglesias que tienen conexiones con nuestra comunidad de habla hispana.
- Avisos públicos publicados en las instalaciones de la ciudad
- Mostrar anuncios en la red de acceso público local mediante el canal 17

- Anuncios publicitarios, infografías y videos
- Mesas informativas en Farmer's Market, Friday Night Music Series, cafeterías locales y otros espacios públicos.
- Ayuntamientos virtuales
- Herramientas interactivas en línea:
    - Se establecerá una herramienta de mapeo interactivo en línea actualizado para permitir que los residentes tracen sus propias líneas. El demógrafo consultor de la ciudad brindará capacitación al público sobre cómo usar la nueva herramienta de mapeo en línea.

ACCIONES ALTERNATIVAS:
No aplica.

ACCIONES PREVIAS DEL CONSEJO MUNICIPAL Y DE LA COMISIÓN:
29 de enero de 2021 Taller anual de establecimiento de metas: el Ayuntamiento recibió una presentación que describe los requisitos y el proceso para la redistribución de distritos.

En la reunión del Consejo de la Ciudad del 5 de mayo de 2021, el Consejo de la Ciudad votó para avanzar con un enfoque dirigido por el personal para el proceso de redistribución de distritos.

En el taller de revisión de metas de mitad de año del 6 de agosto de 2021, el Ayuntamiento recibió una actualización sobre el proceso de redistribución de distritos.

18 de agosto de 2021, reunión del consejo de la ciudad: el consejo de la ciudad celebró la primera de cuatro audiencias públicas requeridas en el proceso de redistribución de distritos para recibir una actualización sobre el proceso y solicitar comentarios sobre las comunidades de interés.

IMPACTO FISCAL Y DE RECURSOS:
Para el proceso de redistribución de distritos del año fiscal 2021-2022, el personal estima que los fondos presupuestados actualmente serán suficientes.

CEQA (Ley de Calidad Ambiental de California):
No es un proyecto

El reformateo de distritos electorales no es un proyecto como se define en la Sección 15060 (c) de las Directrices estatales de la CEQA.

ENLACES / ADJUNTOS:
1. Informe del personal del 5 de mayo de 2021 (enlace web)
2. Informe del personal del 18 de agosto de 2021 (enlace web)
3. Programa de talleres y audiencias públicas (enlace web)
4. Kit de mapas de una página de Morgan Hill_ENG
5. Morgan Hill One Page Kit_Español
6. Distritos actuales de Morgan Hill Datos demográficos ajustados al censo de 2020

From: Christina Turner

To: Michelle Bigelow; Angie Gonzalez

Subject: Supplement for Item 1

Date: Tuesday, October 19, 2021

Q: Redistricting – Where can you find the redistributing map tool to look at and configure proposed boundaries?

A: The only available mapping tool at the moment is the printable one-page map kit that is attached to the staff report as attachment #4. Here is a link to the one we have on our website: https://www.morgan-hill.ca.gov/DocumentCenter/View/39813/Morgan-Hill_OnePageKit_ENG. NDC is still working on our online mapping tools.

From: Christina Turner

To: Michelle Bigelow; Angie Gonzalez

Subject: Supplement for Item 2

Date: Tuesday, October 19, 2021

Q: Leave Banks/Accruals - Can you give me some examples of the sick leave and vacation currently established and proposed. For example, are you asking to increase sick leave for new employees? How much of an increase are you recommending? How does this compare to other cities in the Bay Area? Same question and scenario for vacation?

A: For sick leave, all benefitted teammates have a standard accrual rate of 8 hours per month. We are not requesting authority to increase the sick accrual rate. We are requesting authority to provide a leave bank (additional hours at the time of hire). For vacation leave, depending on the bargaining group the vacation accruals are different. We are requesting authority to bring new hires in at a higher accrual rate or provide a leave bank (additional hours at the time of hire).

When employees leave for another agency, sick leave is not cashed out and employees lose those hours. For vacation, although it is cashed out, when leaving an agency having to start at a year one accrual rate after so many years of service is not attractive to new hires. The requests we are seeing are specifically from hires coming from other public sector agencies. Often, they have planned vacations, medical leaves or would like to continue their accruals at a similar rate they are leaving their current employer with. We are receiving more and more requests from public sector new hires to either start at a higher accrual rate (based on their current years of service) and/or have additional hours added to their sick and vacation bank for upcoming leaves. What is approved would be on a case-by-case basis and not offered to all new hires. Many agencies in the Bay Area negotiate leave with new employees. By providing this authority, this would also assist the Police Department to immediately bring on multiple lateral police officer applicants who have requested additional leave or banks and as a result would fill several vacancies.

An example would be providing an additional 40 hours of vacation to cover a planned trip or approve a tenured new hire to come in at the year 5 accrual rate versus the year 1 accrual rate to help establish their leave bank sooner.

Below is an example of how the vacation accrual rates work in one specific bargaining group:

a) *Eighty (80) hours Vacation Time per year from the date of hire through the second (2nd) year of employment.*
b) *Eighty-eight (88) hours Vacation Time during the third (3rd) year of employment.*
c) *One hundred four (104) hours Vacation Time during the fourth (4th) year of employment.*
d) *One hundred twelve (112) hours Vacation Time during the fifth (5th) year of employment.*
e) *One hundred twenty (120) hours Vacation Time during the sixth (6th) year of employment.*
f) *One hundred twenty-eight (128) hours Vacation Time during the seventh (7th) year of employment.*
g) *One hundred thirty-six (136) hours Vacation Time during the eighth (8th) year of employment.*
h) *One hundred forty-four (144) hours Vacation Time during the ninth (9th) year of employment.*
i) *One hundred fifty-two (152) hours Vacation Time during the tenth (10th) year of employment.*
j) *One hundred sixty (160) hours Vacation Time after the tenth (10th) year of service.*

From: Christina Turner

To: Michelle Bigelow; Angie Gonzalez

Subject: Supplement for Item 3

Date: Tuesday, October 19, 2021

Q: Brightview - The 3% increase in annual service costs in today's market is reasonable, is there any other factors in the contract that could go beyond the 3%?

A: There are no other factors that would allow pricing to go up above 3%. We believe 3% is extremely reasonable given the current economic climate, we see costs going up by much more than that in most areas.

CITY OF MORGAN HILL

Approve One-time ARPA Community Funding Requests

Background

CITY OF MORGAN HILL

- The City of Morgan Hill will receive one-time ARPA funding of $10.99 million.
- The majority of the funding was allocated for City services.
- During the Mid-Year Goal Review Workshop on August 6, 2021, the City Council provided feedback on establishing a one-time community grant funding opportunity.
- On August 18, 2021, the City Council appropriated one-time funding of $100,000 for community organizations.
- On September 1, 2021, City Council established criteria and priorities for a community funding application process.
- City staff are now bringing back this item for the City Council to award funding.

ARPA Community Funding Eligibility Criteria

CITY OF MORGAN HILL

To be considered for funding, applications are required to meet the below criteria:

- The organization requesting funding must be a charitable non-profit.
- The organization must show the funds will be used to support the community.
- Funds must be used for services for residents or businesses of the City of Morgan Hill.
- Requests for funding are for one-time use.
- The organization may not have received or be scheduled to receive other funding from the City of Morgan Hill. (Fee waiver recipients are eligible to apply.)

ARPA Community Funding Priority Criteria

CITY OF MORGAN HILL

In evaluating funding requests, priority is to be given to organizations that:

- Demonstrate they were significantly financially impacted by COVID-19.
- Demonstrate a near term impact (1 year) by providing a direct service to Morgan Hill residents or businesses.
- Have not received or are not scheduled to receive past COVID-19 related funding (including federal or State).
- Demonstrate how they supported the Morgan Hill community in response to COVID-19.

ARPA Community Funding Additional Requirements

CITY OF MORGAN HILL

- Organizations would be required to enter into a funding agreement with the City.
- The agreement would include provisions to require a reporting of the uses of funds and a summary of the impact of funds.

ARPA Community Funding Applications and Evaluation Process

CITY OF MORGAN HILL

- The ARPA Community Funding application was posted on the City website on September 8, 2021.
- City staff informed the community about the funding opportunity through multiple channels.
- Twenty one (21) funding applications were received totaling $505,130 in requests.
- City staff reviewed applications to verify eligibility. Some applicants were asked for additional information.
- Revised applications totaling $340,130 were evaluated by a City staff review panel.
- Panelists rated applications using the funding priority criteria and prepared a recommendation.

ARPA Community Funding Recommendation

CITY OF MORGAN HILL

- The highest ranked applications were those from organizations which provided significant assistance to the Morgan Hill community during the COVID-19 pandemic and proposed a one-time project that would achieve a near-term impact through a direct service to the Morgan Hill community.

- Nine of the ten highest ranked applications are recommended for funding at 82% of each organization's request to maintain the $100,000 allocated.

Recommended Council Action

CITY OF MORGAN HILL

ARPA Community Funding Applications Recommended for Funding		
St. Catherine – St. Vincent de Paul	$27,518	Financial assistance to families for utility bills.
Indian Association of South Santa Clara County (IASC)	$2,457	Care packages, groceries, tutoring for homeless, farmworkers, and community
Morgan Hill Kiwanis	$8,190	Spring 2022 scholarship program for graduating seniors impacted by pandemic
Community Agency for Resources, Advocacy & Services (C.A.R.A.S.)	$16,380	Outreach and case management assistance for past due rent support.
Community Solutions	$8,190	Emergency fund for clients (food, gas, utility bills, household needs)
Chabad South County Jewish Center	$8,190	Food care packages, social/cultural/ educational events
Morgan Hill Grange	$16,380	Air conditioner for user groups and community cooling center
PitStop Outreach	$410	Facemasks, sanitizer for unhoused; mileage reimbursement for volunteers
Youth Alliance	$12,285	Health outreach campaign to neighborhoods disproportionately impacted by Covid-19
Total Funding Recommendation:	$100,000	

Alternative Actions

City Council could choose to:

- Exclude applicants that received State or federal relief funding. Should this occur, Community Solutions ($10,000) and Youth Alliance ($15,000) would be impacted. The remaining seven recommended applicants could receive 100% of their funding requests within the $100,000 appropriated.
- Appropriate an additional $22,100 to fully fund the nine recommended funding requests.
- Include Morgan Hill Community Foundation in the funding award ($50,000) by reducing the amounts awarded to the other organizations and reducing the number of agencies receiving funding. Staff would recommend the top five highest ranked applications receive funding, a total funding award of $116,600.
- Provide other direction to staff and award funding as appropriate.

Next Steps

CITY OF MORGAN HILL

- Following Council approval, City staff will prepare agreements with each organization to award funding.

Questions?

CITY OF MORGAN HILL

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Questions?

CITY OF MORGAN HILL

From: Lynn Liebschutz
To: CC Public Comment
Subject: [EXTERNAL] Special-Regular Meeting 20 October "21 - One Time ARPA Community Funding, Agenda Item 6a
Date: Tuesday, October 19, 2021 3:54:44 PM

> Some people who received this message don't often get email from [redacted]
> Learn why this is important

Council,
I am expressing my support for Community Funding for our unique Morgan Hill Grange to install a air conditioner for community benefit such as a cooling center.

Our Boy Scout Troop 730 has had a very long relationship with the Grange. During this time we have witnessed, helped with, and supported multiple events where the Grange has provided facilities, contribution, and in-person involvement for the success of the event. Their request for air conditioning will allow the Grange to provide even more and the mentioned cooling center is an example. Other prior examples include use of the facility for the downtown Fourth of July celebrations as well as a very recent designated COVID-19 testing site. With air conditioning, the large main room space has even more use community opportunities where the normal heat of the day discourages use.

It makes sense to support this project in that you have an organization wanting to give back to the community beyond what they do today.

Respectfully,
Lynn Liebschutz
BSA Troop 730 – Committee Chair
[redacted]

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From: Christina Turner

To: Michelle Bigelow; Angie Gonzalez

Subject: Supplement for Item 6

Date: Tuesday, October 19, 2021

Q: Is Morgan Hill Grange's ARPA funding request for the entire AC for the building, is it one AC unit or multiple? What services did the Morgan Hill Grange provide during COVID?

A: It is for the AC to the publicly useable areas and the majority of the building, and the prior plans were for a single unit. The current request does not indicate the exact number of units, but if awarded City staff would ensure the project is viable from a design perspective before providing funds. During COVID, the Grange hosted vaccination and testing sites at no cost. Additionally, the Grange volunteers supplied lunch and dinner for one month to 125 seniors, supported driving seniors to the testing site, made care packages for seniors and unhoused community members. The Grange also continued to allow community uses at the site at no charge during COVID, including Fire Department training and Stanford for a testing site for infants.

Q: The Morgan Hill Community Foundation is a major Morgan Hill organization; can you elaborate a little more on why the City could not compromise on some funding?

A: The MH Community Foundation is proposing they receive funding for additional organizations to receive grant funding, but there is not enough funding currently allocated for those that applied to the City directly, therefore it is not recommended they be awarded funds. They would serve as a pass through for more organizations to receive grant funding, but this would require either funding be reduced to those that applied directly to the City or for the City to allocate more funding. There are alternative actions the Council could take listed in the staff report to support either of these actions.

From: Pamela MacDougall
To: CC Public Comment
Subject: [EXTERNAL] For Meeting Wednesday October 20th at 6pm
Date: Wednesday, October 20, 2021 2:13:25 PM

Some people who received this message don't often get email from
[redacted] Learn why this is important

Hello Morgan Hill Council Members-

We wanted to email the message below for tonight's meeting in regards to the Morgan Hill Grange.

Best-

Pam MacDougall
Operation Freedom Paws
[redacted]

Operation Freedom Paws looked at holding our "10th Annual Paws with Patriots Wine Gala" fundraiser at the Morgan Hill Grange in September. However, due to continuing concerns regarding COVID, we decided to hold the event outdoors on our property with COVID guidelines in place. Morgan Hill Grange showed great community by offering to still bring their support to the event at Operation Freedom Paws. On behalf of the Morgan Hill Grange, their manager Heidi Golden, helped us set up, and along with other local vendors, donated event decor, table settings. and flower arrangements that added special touches to our fundraising evening.

We appreciate this historic venue and would like to see its members be able to offer services that help them hold both public and private events successfully. Operation Freedom Paws is looking forward to an opportunity in the future to hold an event there.

Respectfully-
Operation Freedom Paws

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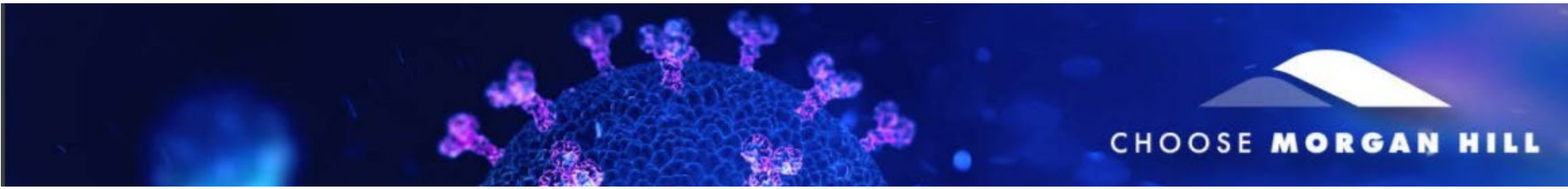
CITY OF MORGAN HILL

Economic Development and Business Recovery Update

October 20, 2021

- COVID-19 Business Recovery efforts have been the primary focus of the Economic Development team for last 18 months.
- Impacts from shelter-in-place, wildfires, social unrest, social distancing, virtual world, home schooling, internet bandwidth limitations, workforce availability, increasing construction costs, covid variants, lingering recovery, and others.
- Goal: Support all businesses, employers, employees, developers, and property owners.



Small Business Support

- Business Recovery Roundtables
- MH Recovery Handbook
- MH Recovery Newsletters
- Al Fresco Dining
- Place-Branding Grants
- Tents & Heaters Guidelines
- Parklet Program (revised)
- Buy Local Campaign
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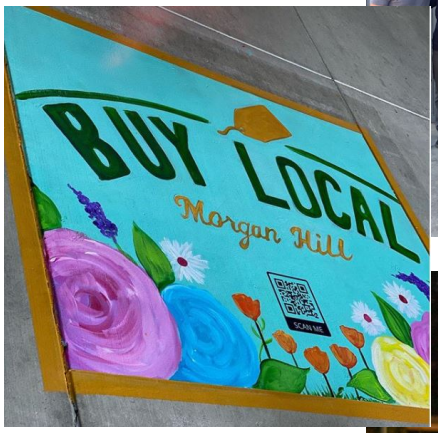
- Sidewalk Saturday's
- Curbside Pick-Up
- Safety Campaign
- Outdoor Movie Series
- Police Cadet Program



Small Business Support

- Website: Information, Resources & Tools
- Financial Assistance
- SBDC
- SBA
- Grow Morgan Hill Fund
- MH Chamber of Commerce
- California Small Business COVID-19 Relief Grant Program
- Santa Clara County COVID-19 Grants - awaiting awards

New Businesses

- Chacho’s
- Mo’s
- MoHi Social
- Poki Bowl
- F45
- Studio 38
- Serrano Electric
- T&H Manufacturing
- Giorgio’s
- Sushi Confidential

- Mimosa’s
- Chrysler/Dodge/Jeep/Ram
- Coffee Therapy
- Greenlee’s Bakery
- Alara Winery
- Airstream
- Fine Art Gallery
- Koldin
- And many others…

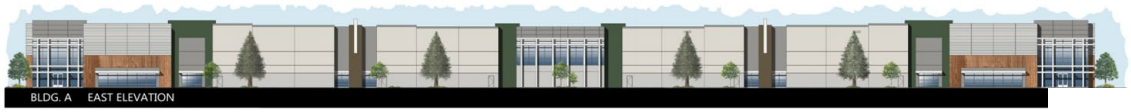
Significant Projects Update

CITY OF MORGAN HILL

CONSTRUCTION UNDERWAY

- ✓ **Applied Motion**
- ✓ **Carpenters Union**
- ✓ **Silicon Valley Glass**
- Shoe Palace
- Techcon
- De Paul Health Center
- Evergreen Village
- B5
- AU Energy
- Cardinal Automotive
- Golden State Assembly
- Level 10 Construction

AND **CONSTRUCTION TO START**



Redwood Tech @ 101

Edes Building Fine Art Gallery

Cardinale Automotive

Latala Hale Lumber Yard

Techcon

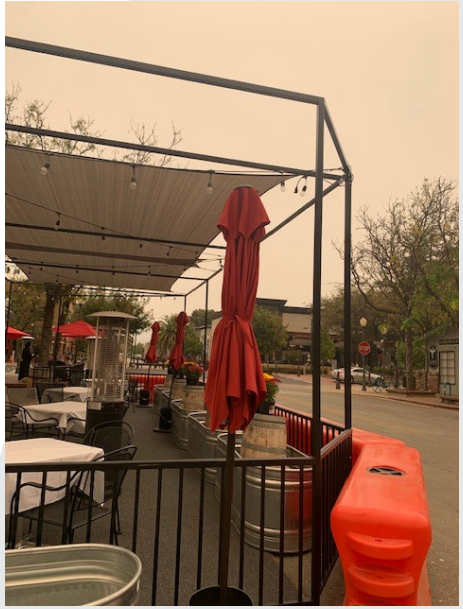
Al Fresco
Temporary Outdoor Dining Program

CITY OF MORGAN HILL

Al Fresco Program

CITY OF MORGAN HILL

- Initiated in May 2020 as part of the COVID-19 Business Recovery Response.
- Opportunity for restaurants and retailers to safely reopen during the COVID-19 pandemic by utilizing new or additional outdoor space for dining or displaying retail merchandise, while meeting physical social distancing requirements.
- These new spaces were created as parklets in the public right-of-way and on private property in parking lots.



Al Fresco Program

CITY OF MORGAN HILL

- Streamlined temporary Encroachment Permit application process
- Waived Encroachment Permit fee
- Liability insurance & endorsement required
- No structure (decking) required
- No Building Permit needed
- Must be compliant with Fire Code
- Must be safely closed off to traffic with a protection device certified by a structural engineer

- Scheduled to expire December 31, 2021

Parklet Program

Initiated in 2018, the Parklet Program was initiated as a two-year pilot program to allow businesses and community organizations situated in the Downtown core an opportunity to extend their operations onto the street in the form of a parklet.

Goals of Parklet Program:

1. Support downtown businesses by adding unique opportunities in the public sphere
2. Slow down traffic
3. Make downtown interesting and vibrant
4. Promote walkability
5. Support Economic Blueprint, Station Area Master Plan, Downtown Specific Plan, Placemaking Investment Strategy, & 2035 General Plan

The Mercury News

August 7, 2021

Fresh-air finds: 9 Bay Area restaurants with awesome alfresco dining

- MOHI Social at the Granada, Morgan Hill listed

GOTHAM

August 31, 2021

19 of the Best Vegan Restaurants Across America

- Silicon Valley - Craft Roots

The Mercury News

October 13, 2021

This Bay Area city plans to ban cars, expand outdoor dining for good along its 'crown jewel'

- Mountain View, CA
- City leaders say they have no intention of doing away with what they see as one of the silver linings of the COVID-19 pandemic

CA State Legislation

CITY OF MORGAN HILL

SB 314 (Wiener) – Bar & Restaurant Recovery Act

Will help California's restaurants, bars, and music venues recover economically from the impacts of the COVID-19 pandemic by creating more flexibility in how they can serve alcohol, including where they can serve and how they can share spaces with other businesses

AB 61 (Gabriel) - Regulatory Relief for Restaurants

Would provide much-needed regulatory flexibility to restaurants, including temporarily waiving requirements for fully enclosed kitchen and service areas, extending existing ABC regulatory relief, and providing ABC with flexibility and discretion to allow for changes to existing alcohol licenses through July 2024

SB389 (Dodd)

Allows “to go” alcohol purchases to continue

Staff Recommendation

CITY OF MORGAN HILL

- ✓ Impacts from COVID-19 are far from over
- ✓ Businesses are still in recovery mode
- ✓ Consumer behavior has shifted

- ➢ Consistent with recent state action, staff recommends a continuance of the Al Fresco and Parklet Programs, encouragement of outdoor dining, and a continued relaxation of non-life and safety code compliance violations through December 2022.

General plan

CITY OF MORGAN HILL

General Plan 2035:

Economic Development Element

The Economic Development Element establishes policy guidance to support the community's economic well-being. Its strategies include diversifying the local economy, increasing the quality and quantity of available job opportunities, decreasing the need for commuting, creating a thriving Downtown, and enhancing Morgan Hill's appeal as a tourist destination.

- Develop & maintain high-quality public infrastructure & services
- Position Morgan Hill as a compelling choice for companies by providing flexibility
- Retain and attract businesses by providing a business-friendly climate
- Create fiscal sustainability by cultivating a diversified tax base
- Increase economic opportunity through a robust and diverse range of business activity

Economic Blueprint

Four Industry Areas

Innovation and Advanced Manufacturing
Grow existing companies, attract new industry and grow professional jobs.

Retail
Grow retail offerings and strengthen commercial nodes.

Tourism
Grow leisure, agriculture, wine country and recreational tourism.

Healthcare
Grow and foster the medical service and diagnostics industry by attracting services and facilities.

2022 Key Projects & Priorities

CITY OF MORGAN HILL

2022 Key Projects

INDUSTRIAL	• Zoning Clean Up • Prohibition of Distribution Centers • Industrial Preservation Policy
RETAIL	• Automotive Recruitment Strategy • Hotel Development Incentive Strategy
DOWNTOWN	• Monterey Rd. Complete Streets • Property Business Improvement District (PBID) • Buy Local
POST COVID	• Support Healthcare Facilities Recruitment • Relaunch OpenCounter Application • Outdoor Activations (private property)

Marketing & Promotions

- Future of Morgan Hill by SVBJ
- Continue advertising run in SVBJ
- www.ChooseMorganHill.Com
- OpenCounter Relaunch
- Focus on Auto Dealers, Hotels, Medical
- Supporting businesses and community through activations like Outdoor Movie Nights, Sidewalk Saturday's, etc.
- In partnership with VMH, MHDA, MHCC, Downtown restaurant group

Questions?

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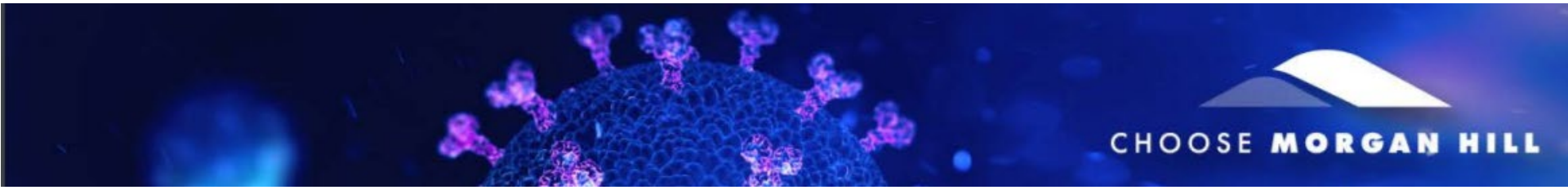

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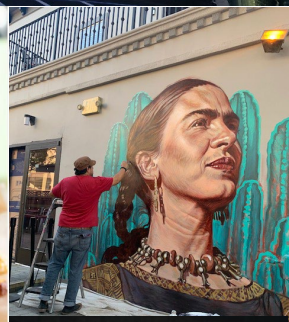
- T&H Manufacturing
- Giorgio’s
- Sushi Confidential

- Mimosa’s
- Chrysler/Dodge/Jeep/Ram
- Coffee Therapy
- Greenlee’s Bakery
- Alara Winery
- Airstream
- Fine Art Gallery
- Koldin
- And many others…



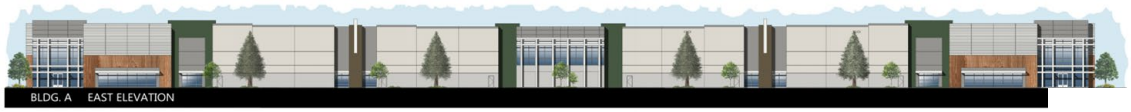
Significant Projects Update

CITY OF MORGAN HILL

CONSTRUCTION UNDERWAY

- ✓ **Applied Motion**
- ✓ **Carpenters Union**
- ✓ **Silicon Valley Glass**
- Shoe Palace
- Techcon
- De Paul Health Center
- Evergreen Village
- B5
- AU Energy
- Cardinal Automotive
- Golden State Assembly
- Level 10 Construction

AND **CONSTRUCTION TO START**



Redwood Tech @ 101

Edes Building Fine Art Gallery

Cardinale Automotive

Latala Hale Lumber Yard

Techcon

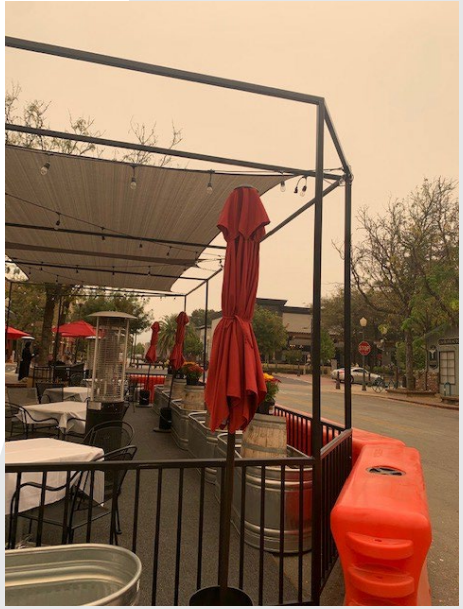
Al Fresco
Temporary Outdoor Dining Program

CITY OF MORGAN HILL

Al Fresco Program

CITY OF MORGAN HILL

- Initiated in May 2020 as part of the COVID-19 Business Recovery Response.
- Opportunity for restaurants and retailers to safely reopen during the COVID-19 pandemic by utilizing new or additional outdoor space for dining or displaying retail merchandise, while meeting physical social distancing requirements.
- These new spaces were created as parklets in the public right-of-way and on private property in parking lots.



Al Fresco Program

CITY OF MORGAN HILL

- Streamlined temporary Encroachment Permit application process
- Waived Encroachment Permit fee
- Liability insurance & endorsement required
- No structure (decking) required
- No Building Permit needed
- Must be compliant with Fire Code
- Must be safely closed off to traffic with a protection device certified by a structural engineer

- Scheduled to expire December 31, 2021

Parklet Program

CITY OF MORGAN HILL

Initiated in 2018, the Parklet Program was initiated as a two-year pilot program to allow businesses and community organizations situated in the Downtown core an opportunity to extend their operations onto the street in the form of a parklet.

Goals of Parklet Program:

1. Support downtown businesses by adding unique opportunities in the public sphere
2. Slow down traffic
3. Make downtown interesting and vibrant
4. Promote walkability
5. Support Economic Blueprint, Station Area Master Plan, Downtown Specific Plan, Placemaking Investment Strategy, & 2035 General Plan

The Mercury News

August 7, 2021

Fresh-air finds: 9 Bay Area restaurants with awesome alfresco dining

- MOHI Social at the Granada, Morgan Hill listed

GOTHAM

August 31, 2021

19 of the Best Vegan Restaurants Across America

- Silicon Valley - Craft Roots

The Mercury News

October 13, 2021

This Bay Area city plans to ban cars, expand outdoor dining for good along its 'crown jewel'

- Mountain View, CA
- City leaders say they have no intention of doing away with what they see as one of the silver linings of the COVID-19 pandemic

CA State Legislation

CITY OF MORGAN HILL

SB 314 (Wiener) – Bar & Restaurant Recovery Act

Will help California's restaurants, bars, and music venues recover economically from the impacts of the COVID-19 pandemic by creating more flexibility in how they can serve alcohol, including where they can serve and how they can share spaces with other businesses

AB 61 (Gabriel) - Regulatory Relief for Restaurants

Would provide much-needed regulatory flexibility to restaurants, including temporarily waiving requirements for fully enclosed kitchen and service areas, extending existing ABC regulatory relief, and providing ABC with flexibility and discretion to allow for changes to existing alcohol licenses through July 2024

SB389 (Dodd)

Allows “to go” alcohol purchases to continue

Staff Recommendation

CITY OF MORGAN HILL

- ✓ Impacts from COVID-19 are far from over
- ✓ Businesses are still in recovery mode
- ✓ Consumer behavior has shifted

- ➢ Consistent with recent state action, staff recommends a continuance of the Al Fresco and Parklet Programs, encouragement of outdoor dining, and a continued relaxation of non-life and safety code compliance violations through December 2022.

General plan

CITY OF MORGAN HILL

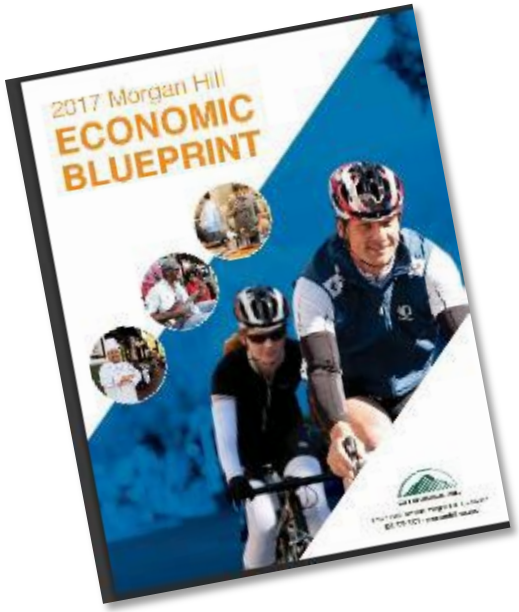
General Plan 2035:

Economic Development Element

The Economic Development Element establishes policy guidance to support the community's economic well-being. Its strategies include diversifying the local economy, increasing the quality and quantity of available job opportunities, decreasing the need for commuting, creating a thriving Downtown, and enhancing Morgan Hill's appeal as a tourist destination.

- Develop & maintain high-quality public infrastructure & services
- Position Morgan Hill as a compelling choice for companies by providing flexibility
- Retain and attract businesses by providing a business-friendly climate
- Create fiscal sustainability by cultivating a diversified tax base
- Increase economic opportunity through a robust and diverse range of business activity

Economic Blueprint



Four Industry Areas

Innovation and Advanced Manufacturing
Grow existing companies, attract new industry and grow professional jobs.

Retail
Grow retail offerings and strengthen commercial nodes.

Tourism
Grow leisure, agriculture, wine country and recreational tourism.

Healthcare
Grow and foster the medical service and diagnostics industry by attracting services and facilities.

2022 Key Projects & Priorities

CITY OF MORGAN HILL

2022 Key Projects

INDUSTRIAL	• Zoning Clean Up • Prohibition of Distribution Centers • Industrial Preservation Policy
RETAIL	• Automotive Recruitment Strategy • Hotel Development Incentive Strategy
DOWNTOWN	• Monterey Rd. Complete Streets • Property Business Improvement District (PBID) • Buy Local
POST COVID	• Support Healthcare Facilities Recruitment • Relaunch OpenCounter Application • Outdoor Activations (private property)

Marketing & Promotions

- Future of Morgan Hill by SVBJ
- Continue advertising run in SVBJ
- www.ChooseMorganHill.Com
- OpenCounter Relaunch
- Focus on Auto Dealers, Hotels, Medical
- Supporting businesses and community through activations like Outdoor Movie Nights, Sidewalk Saturday's, etc.
- In partnership with VMH, MHDA, MHCC, Downtown restaurant group

Questions?

From: Christina Turner

To: Michelle Bigelow; Angie Gonzalez

Subject: Supplement for Item 7

Date: Tuesday, October 19, 2021

Q: The City modified requirements and eased regulations allowing businesses to utilize their adjacent parking space for business expansion - Can you line item each business please.

A: Only three businesses have formal Parklet Permits, these include: Noah's, Maurizio's, and MoHi Social. The City allowed the parklets at these venues to take place with the temporary water barricades. Since then, MoHi Social has replaced the water barricades with concrete K-Rail to meet the requirement for traffic safety devices. Noah's and Maurizio's need to replace the water barricades with a permanent traffic safety device per their permit.

Q: When referring to emergency financial assistance, above you indicated 263 businesses, but yet 293 businesses applied for funds?

A: 263 businesses applied for City of Morgan Hill new business licenses. 293 businesses in Morgan Hill received California Small Business COVID Relief funds.

Q: The most significant impact on construction projects we have noticed has been on the hotel projects – one Downtown that had to stop construction due to lack of funding for subsequent construction phases, and a second one on Cochrane Road at the Evergreen Shopping Center. Can you elaborate on this please?

A: The hospitality/lodging industry has been one of the hardest industries hit by COVID. With stay-at-home mandates, people are not traveling, and occupancy rates are extremely low. Factors that impact lending include occupancy rates (market strength), equity to debt ratio, backing of a flag, occupancy projections and operator. The Boutique Hotel does not have a flag (it's boutique) which limits financing options. It is likely this project will need a significant amount of private financing. The hotel at the Evergreen Shopping center was finalizing design review entitlements when COVID happened. This hotel project is for sale now and it is possible it will need to be modified to meet the design and performance expectations of the flag that backs the new investor.

Q: "While the pandemic seems to have affected smaller businesses more disproportionately than larger businesses, small businesses continue to open storefronts in Morgan Hill. The vacancy rates for retail or industrial uses do not seem to be affected. The Downtown area appears to be thriving, with numerous restaurants opening, expanding, or signing leases during the pandemic. Recent news publications have recognized two of our Downtown restaurants for best outdoor dining in the Bay Area and one restaurant for being one of the top 19 vegan restaurants in the Nation. The shopping centers throughout the City remain stable with some temporary outdoor activations." Please provide the financial data to support this.

A: See historic sales tax data attached

Q: “The State also urges local governments to facilitate outdoor dining through local zoning and programs that support and promote expanded open-air, take-out, and delivery options.” Please elaborate?

A: The need for outdoor dining is here to stay. Communities throughout the State are trying to create or enhance Al Fresco/Parklet programs to support outdoor dining. In many cases, streets are being closed permanently to support outdoor dining (Mtn. View, San Jose, San Diego, just to name a few). Outdoor dining not only supports businesses, but it also helps the community feel safer and more comfortable dining outdoors. There is a movement going on throughout the Nation to repurpose public space that was previously designed for cars (streets or parking spaces) to support community by turning these spaces into parks, plazas, parklets, cafes, etc. This movement has been exacerbated by the COVID pandemic and with more people outdoor walking, there is a need to revisit the walkability of a community and respond to the change in human behavior.

Q: Why are the water barricades in the same sentence as the fees, one doesn’t have to do with the other. Are you saying that if the fees are not continued, the removal of the K rails are also cancelled? The K rails are there for safety, will the city remove a key safety item in the Al Fresco program?

A: The water barricades are only there as temporary solutions. The businesses should eventually have something more permanent and more attractive for the on-going parklet. However, the City could choose to leave the water barricades longer as the program and the business needs continue to evolve.

Q: “If the Al Fresco Program is terminated as planned, the City would be removing temporary water barricades from all businesses.” Why?

A: City staff is not recommending terminating the Al Fresco Program. City Council may choose to provide direction on the issue of barricades as the current barricades were only meant to be temporary.

Q: These are very separated items (i.e., fees, barricades, Al Fresco, activations, permanent parklet permits). Why is the city bundling all the above items as the only option? Why can’t we separate each item? It appears that if the City Council doesn’t support one aspect of the above, you’ll force businesses to install a structural approved traffic safety device, a very expensive proposition. Also, could be a hardship on businesses, do we want to do that to businesses coming out of a post pandemic situations.

A: City staff is not recommending terminating the Al Fresco Program, although should the City want to have a different traffic safety device than the water barricades, City could explore a loan program or other mechanism to alleviate the financial burden.

Q: “This could potentially eliminate the Al Fresco activations for Craft Roots, Papa’s Place, and CreAsian” Agree, so why would we want to harm a business coming out of COVID?

A: City staff is not proposing to end the Al Fresco program, but rather to extend it for another year. Staff believes that a) we need to support outdoor experiences to the extent possible, including outdoor dining and b) businesses are and will continue to be in recovery mode for a long time. Many businesses are looking to a significant debt portfolio that will take a while to be resolved.

Q: “There is significant inconsistency in the design standards and application of City regulations in how these spaces are built and utilized.” This inconsistency should be resolved with the design phase of the street calming, correct?

A: This statement is referring to shopping centers/private property. But yes, the Downtown traffic calming, and beautification project could provide design standards for these sorts of outdoor activations.

Q: “City staff will begin reviewing options for operating permits, how to best address the needs of businesses, and evaluate whether right-of-way or parking spaces within an existing shopping center are needed for some businesses. The City could create an outdoor dining permit, standards for an existing permit type, Conditional Use Permit (CUP), or Temporary Use Permit (TUP), or establish standards for all types of outdoor dining. To support these outdoor dining activations on private property, deviations from parking standards would likely have to be implemented.” The design phase of the street calming should answer these questions, correct?

A: Same answer as above, this statement is referring to shopping centers/private property. But yes, the Downtown traffic calming, and beautification project could provide design standards for these sorts of outdoor activations.

	2Q2021	1Q2021	4Q2020	3Q2020	2Q2020	1Q2020	4Q2019	3Q2019	2Q2019
Downtown sales tax	$ 128,491	$ 90,125	$ 85,622	$ 84,876	$ 59,458	$ 79,233	$ 102,294	$ 99,300	$ 98,722

From:	Christina Turner
To:	Angie Gonzalez
Cc:	Michelle Bigelow
Subject:	FW: [EXTERNAL] Questions on Agenda Item: RECEIVE ECONOMIC DEVELOPMENT and BUSINESS RECOVERY UPDATE
Date:	Wednesday, October 20, 2021 4:11:35 PM

Hi Angie – please supplement. Thank you!

From: Christina Turner
Sent: Wednesday, October 20, 2021 4:11 PM
To: Joe Baranowski [redacted]
Cc: Edith Ramirez <Edith.Ramirez@morganhill.ca.gov>; Matt Mahood <matt.mahood@morganhill.ca.gov>
Subject: FW: [EXTERNAL] Questions on Agenda Item: RECEIVE ECONOMIC DEVELOPMENT and BUSINESS RECOVERY UPDATE

Hi Joe – please see responses to your inquiries below.

From: Christina Turner <Christina.Turner@morganhill.ca.gov>
Sent: Monday, October 18, 2021 11:35 AM
To: Joe Baranowski [redacted] >
Cc: Matt Mahood <matt.mahood@morganhill.ca.gov>; Edith Ramirez <Edith.Ramirez@morganhill.ca.gov>
Subject: Re: [EXTERNAL] Questions on Agenda Item: RECEIVE ECONOMIC DEVELOPMENT and BUSINESS RECOVERY UPDATE

Hi Joe. Thank you for your inquiries - we will review and be in touch.

On Oct 18, 2021, at 11:07 AM, Joe Baranowski [redacted] wrote:

Good afternoon,

After careful reading and rereading of the staff report, I have a few questions I am hoping can be answered before Wednesday's meeting.

The staff report says:

If the Al Fresco Program is terminated as planned, the City would be removing temporary water barricades from all businesses. Businesses with Al Fresco would need to terminate their outdoor activations, and businesses with a Parklet permit would have to install a structural engineer-approved traffic

safety device to replace the orange water barricades. This could potentially eliminate the Al Fresco activations for Craft Roots, Papa's Place, and CreAsian.

Q!: The above implies that THREE restaurants would be impacted if the Al Fresco Program was terminated. I assume the list is actually longer. What is the complete list of restaurants that would be affected? I assume there are some restaurants that have been allowed to operate within the 'Al Fresco' program that are not reliant on temporary water barricades?

MoHi, Noah's, and Maurizio's have all been approved for pilot 3 year Parklets. Their permits note that following the COVID-19 emergency, the City will be removing the temporary water barricades and the business owner will need to install more permanent traffic barricade solutions. MoHi has already met the requirement by installing concrete K-Rail.

The Al Fresco parklets installed during COVID that would be impacted if the Al Fresco program was terminated include: Craft Roots, Papa's Place, Ladera, CreAsian, and A-Jay's.

	# parking spaces
al Fresco Parklets installed during COVID	
Craft Roots	1
Papa's Place	1
Ladera	4
CreAsian	3
A-Jay's	1
al Fresco Parklets pending	
Sushi Confidential	3
Pilot 3 year Parklets constructed during COVID	
MoHi	8
Noah's	3
Maurizio's	2

Additionally, there are outdoor dining spaces on private property where permits were not required to construct that now the City needs to standardize.

Q2) How many businesses held "encroachment permit fees" in December 2019 (before the pandemic)? There were no parklet encroachment permits issued prior to COVID, only sidewalk dining

encroachment permits.
Are those permits temporary or permanent? Encroachment Permits need to be renewed annually with proof of current liability insurance requirements.
How are the actual fee amounts determined for each application that is approved? The standard encroachment fee is a flat rate and is cost recovery for administrative/review time and site inspections based on annual fee studies.
How many businesses received "encroachment permit fees waivers" as part of the pandemic relief action the City took? 9 (see above)

Q3) How many businesses hold Parklet permits? 9 (6 al Fresco, 3 Pilot 3-yr Parklets)
How was the cost of those permits determined before they started being waived? The standard encroachment fee is a flat rate and is cost recovery for administrative/review time and site inspections based on annual fee studies.

Q4) What is the total number of restaurants in Morgan Hill per the most recent data? 204

Q5) Pre-pandemic, the Quarterly HDL Sales Tax reports showed that the category "restaurants" accounted for ~ 10 - 12 % of total citywide Sales Tax receipts. On several occasions, the City has said that the 'Downtown area' accounts for ~4-5% of total sales tax. Does the City know the approximate distribution for 'restaurants" - i.e. of the total 10-12% contributed by 'restaurants', what percentage of that comes from 'downtown restaurants'? 17% of the 10-12% comes from Downtown.

Thank you for your anticipated response,

Joe Baranowski

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CITY OF MORGAN HILL

Item #8
Monthly Budget Update

October 20, 2021

Overview

CITY OF MORGAN HILL

- Monthly Budget Update
- Staff does not recommend any budget adjustments at this time

General Fund

CITY OF MORGAN HILL

- No material change since last budget update
- Both recreation services revenues and expenditures are trending below budget

Development Services Fund

CITY OF MORGAN HILL

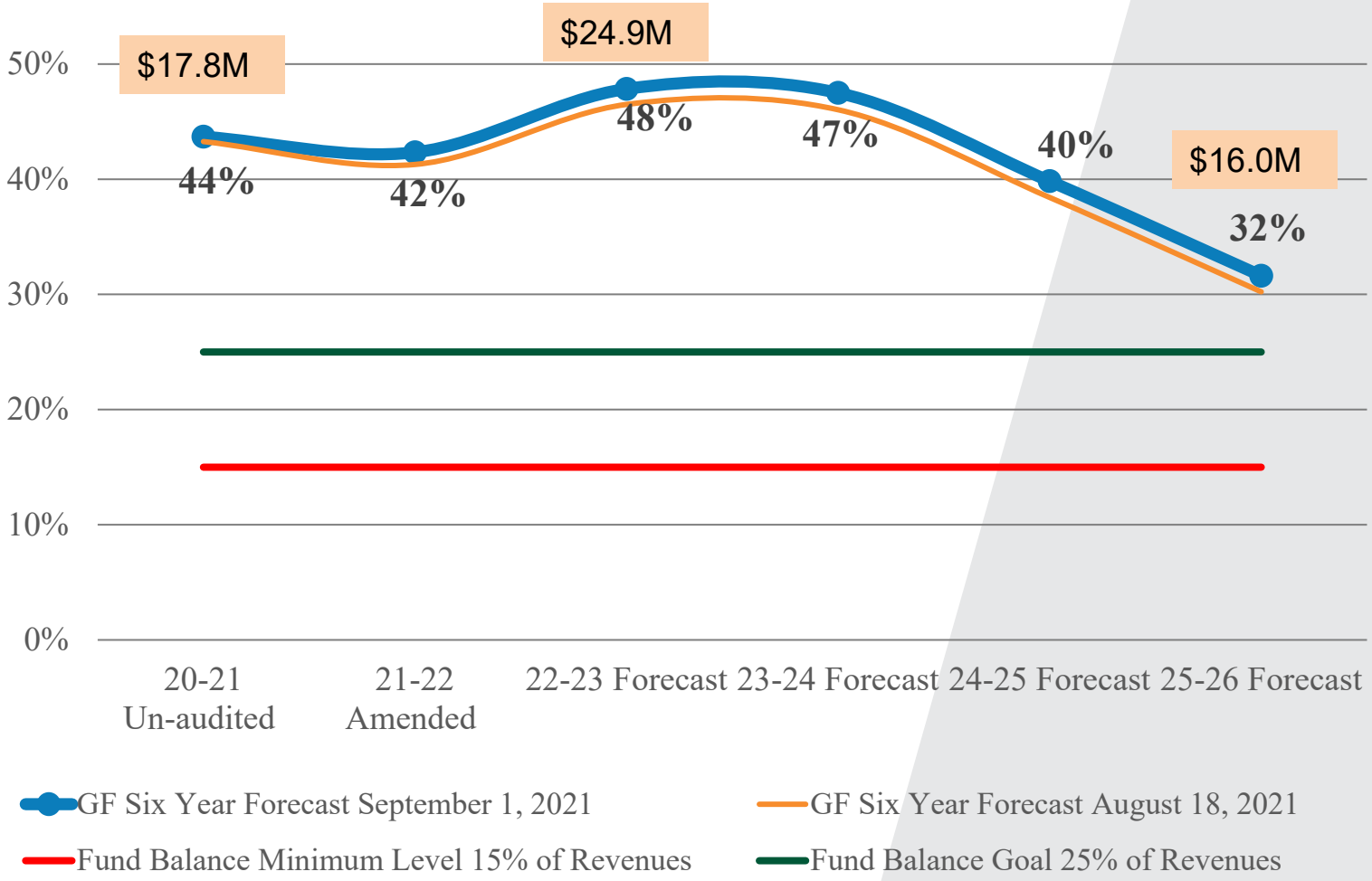
- Both revenues and expenditures are tracking budget
- Finalizing updated fee study

Enterprise Funds

CITY OF MORGAN HILL

- Sewer operations revenue is tracking slightly higher than budget
- Water sales is slightly below budget due to drought measures
- Finalizing water rate study

Updated General Fund Forecast



Unfunded General Fund Needs - $4.6 million

CITY OF MORGAN HILL

- Police $1.3 million
- Fire: $2.3 million
- Operational loss due to RDCS suspension: $1.0 million

Unfunded Liabilities- ~~$55.9~~ $61.1 million

CITY OF MORGAN HILL

- Public Employees Retirement System (PERS) - ~~$52.5~~ $57.3 million
- Other Postemployment Benefits (OPEB) - ~~$3.4~~ $3.8 million
- General Fund Share - 67% or ~~$37.5~~ $40.9 million
- Current Funded Status
  - Misc. Plan – ~~72.9%~~ 71.8%
  - Safety Plan – ~~68.5%~~ 68.0%

Questions?

CITY OF MORGAN HILL

CITY OF MORGAN HILL

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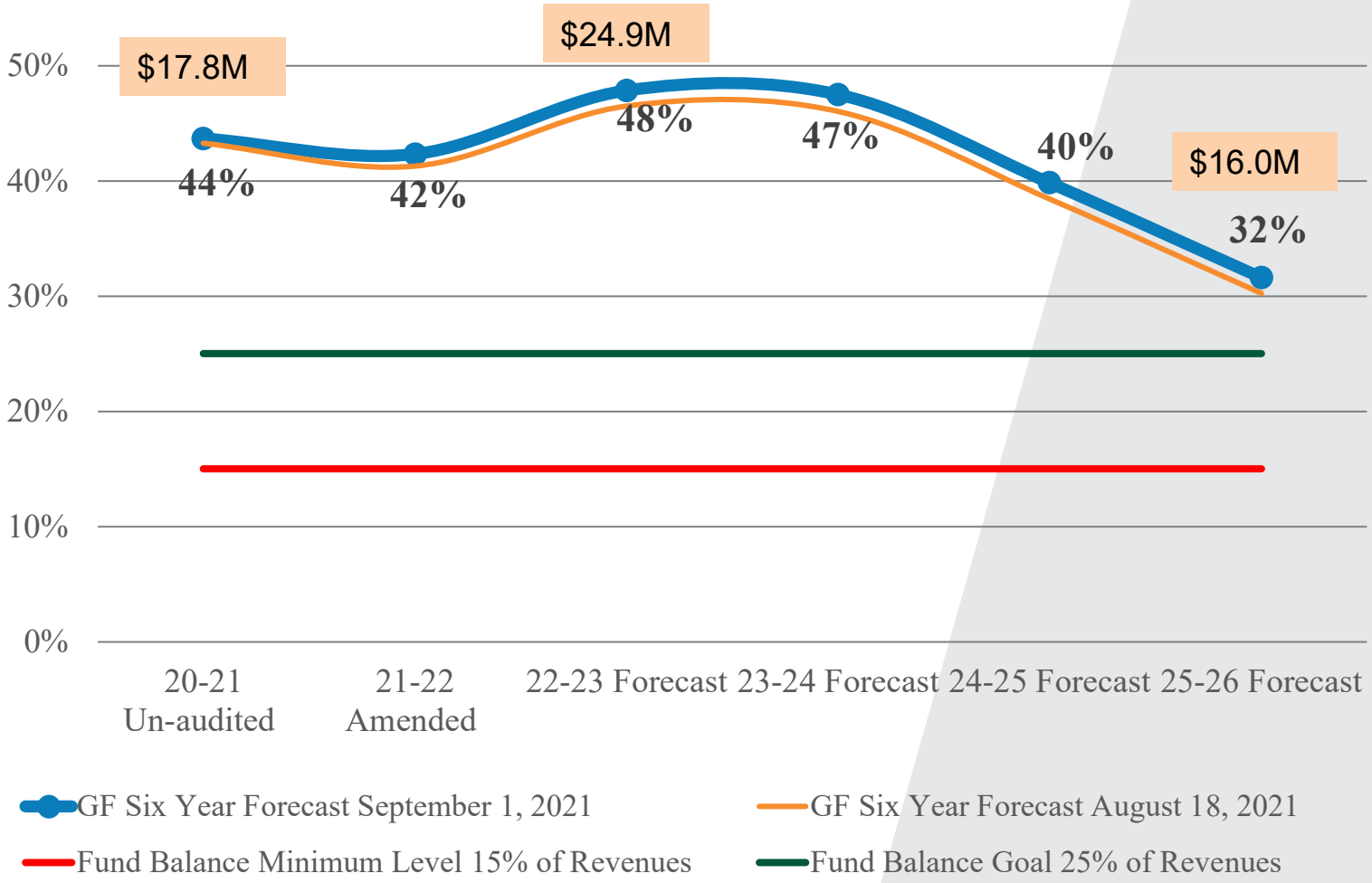

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Questions?

CITY OF MORGAN HILL

From: Christina Turner

To: Michelle Bigelow; Angie Gonzalez

Subject: Supplement for Item 8.b

Date: Tuesday, October 19, 2021

Q: Financial Recreation report - On what we know today, can we make the assumption that within the next year the Net Impact will improve to a positive number?

A: No. The program was already operating with a deficit prior to COVID-19 mainly due to services and programs that the City offers that are not intended to be cost neutral such as senior and youth services. However, staff anticipates continued improvement in Recreation Services revenue as more COVID-19 restrictions are being relaxed and we return to pre-COVID-19 normalcy.

Q: Special Revenue Fund “238 CAL HOMES” – can you explain this further?

A: It is a program from California Department of Housing and Community Development (HCD). The City received grants from HCD to assist first time home buyers through deferred payment loans for down payment assistance.

Q: Capital Project Fund “348 LIBRARY” – was this due to COVID?

A: No. Impact fees revenues are dependent on development activities, but their payments are mostly based on the issuance of certification of occupancy or completion. As such, it fluctuates greatly during any given year.

Q: Development Services Fund Activity “206 Development Services” – can you explain this negative number (-$478,645)?

A: The negative Development Services number represents the fund balance. The fund had an operating deficit in the past few years thus exhausted all fund’s available reserve. This is why an updated fee study, which is being finalized, is necessary.

CITY OF MORGAN HILL

Special - Regular Meeting Agenda

City Council

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

Wednesday, October 20, 2021 6:00 p.m.

Virtual Meeting

VIRTUAL MEETING GUIDELINES AND PUBLIC COMMENT

In accordance with Executive Order N-25-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. Physical meetings will not be in the City Council Chamber until further notice.

City Council meetings will be live streamed on Channel 17, on the City's website and on the City's Facebook page. Those members of the community that would like to participate in the meetings remotely may do so by joining the virtual meeting at: <https://bit.ly/MHCityCouncilMeeting> or by calling in to: (669) 900-9128, then enter the webinar id: 873 3200 8380#.

Public comment may be provided in the following ways:

- Join the virtual City Council meeting via the link above, when public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes
  - In order to speak, please be sure that your version of Zoom is up to date.
- Join the virtual meeting by calling in to the number above, dial *9 to raise your hand and be called upon to speak for up to 3 minutes
- Send public comments in writing to the City Clerk at ccpubliccomment@morganhill.ca.gov <mailto:ccpubliccomment@morganhill.ca.gov>

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

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 6:00 p.m. for the purpose of conducting a closed session.

6:00 p.m. Closed Session

7:00 p.m. Regular Meeting

SPECIAL MEETING

6:00 p.m. Closed Session

CALL TO ORDER

Mayor Constantine

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2
City Clerk Michelle Bigelow

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; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director
Employee Organization:	Morgan Hill Police Officers Association Employees Covered under Management Resolution #21-025 AFSCME Local 101 Morgan Hill Community Service Officers Association

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.

PRESENTATIONS

YAC Presentation- Asset #10- Safety

RECOGNITION

Recognition of Rotary Club and Youth Volunteers for Galvan Park Cleanup

CITY COUNCIL REPORTS

Council Member Spring

CITY MANAGER'S REPORT

City Manager Christina Turner

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

OTHER REPORTS

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

PUBLIC HEARING (TO BE HEARD AT 7:30 P.M.)

1. RECEIVE UPDATED CENSUS DATA AND MAPPING TOOLS FOR THE CITY COUNCIL REDISTRICTING PROCESS

Recommendation:

Open and close the public hearing.

Estimated Time: 60 Minutes

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

2. ADOPT COUNCIL POLICY FOR CITY MANAGER AUTHORITY TO NEGOTIATE ACCRUAL RATES AND/OR ESTABLISH A LEAVE BANK FOR NEW EMPLOYEES

Recommendation:

Adopt Council Policy providing City Manager authority to negotiate accrual rates for Vacation Leave and/or establish a leave bank with new employees for Vacation and/or Sick Leave.

3. APPROVE FOURTH AMENDMENT TO BRIGHTVIEW LANDSCAPE SERVICES, INC., GROUPS 1, 3, AND 6 MAINTENANCE SERVICE AGREEMENT

Recommendation:

1. Determine that competitive bids upon notice would not likely result in a lower price to the City from a responsible bidder or would cause unnecessary expense or delay under the circumstances per Section 3.04.150 (1) of the Morgan Hill Municipal Code; and
2. Approve and authorize the City Manager to execute and administer the fourth amendment to the maintenance service agreement with Brightview Landscape Services, Inc., extending the agreement for one additional year of service at $137,309 and increasing the total contract amount to $665,567.

4. APPROVE CALTRANS DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT IN ASSOCIATION WITH THE EAST DUNNE AVENUE PAVEMENT REHABILITATION PROJECT

Recommendation:

Authorize the City Manager to execute and administer the Disadvantaged Business Enterprise (DBE) Implementation Agreement with the California Department of Transportation (Caltrans), subject to City Attorney review.

5. APPROVE THE SEPTEMBER 1, 2021 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

6. APPROVE ONE-TIME AMERICAN RESCUE PLAN ACT (ARPA) COMMUNITY FUNDING REQUESTS

Recommendation:

Approve recommended funding requests for one-time ARPA funding to nonprofit organizations serving the residents and businesses of Morgan Hill.

Estimated Time: 45 Minutes

7. RECEIVE ECONOMIC DEVELOPMENT AND BUSINESS RECOVERY UPDATE

Recommendation:

Accept staff report and provide direction regarding the continuation of the Al Fresco Program through December 31, 2022.

Estimated Time: 30 Minutes

8. RECEIVE MONTHLY BUDGET UPDATE; SEPTEMBER 2021 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

Recommendation:

Accept and file report.

Estimated Time: 15 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email cityclerk@morganhill.ca.gov.

AMERICANS WITH DISABILITIES ACT (ADA)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259, (408)779-3117 (fax) or by email cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two-full business days before the start of the meeting.

SUSTAINABLE MORGAN HILL

VISION

To sustain a safe, equitable, inclusive, socially responsible, environmentally conscious, and economically sound community

Choose Morgan Hill

The City of Morgan Hill is the best community for people to live, work, visit, and operate their businesses.

City Council Ongoing Priorities

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

2020-2021 Strategic Priorities

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

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

CITY OF MORGAN HILL

CITY OF MORGAN HILL

Building A Healthy Community For Teens

September Developmental Asset #5:	Caring School Climate
October Developmental Asset #10:	Safety
Complementary Asset #12:	School Boundaries

CITY OF MORGAN HILL

September
Developmental Asset #5
Caring School Climate

School provides a caring, encouraging environment.

Agnes William, Co-DA Ambassador

CITY OF MORGAN HILL

Why is it important to have a caring school climate?

- Important target for improving behavioral, academic, and mental health outcomes for students
- Less student discipline problems
- Positive youth development

CITY OF MORGAN HILL

October
Developmental Asset #10
Safety

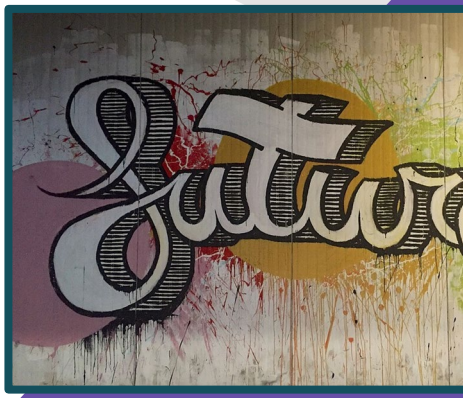
Young person feels safe at home, school, and in the neighborhood.

Ariav Misra, YAC Active Member

CITY OF MORGAN HILL

How can universal safety lead to a better future for Morgan Hill?

- Spurs freedom of expression, thought, and character among youth.
- Incentivizes taking healthy risks, creating future leaders in the process.
- Creates a positive student learning environment.



CITY OF MORGAN HILL

Complementary Asset #25
School Boundaries

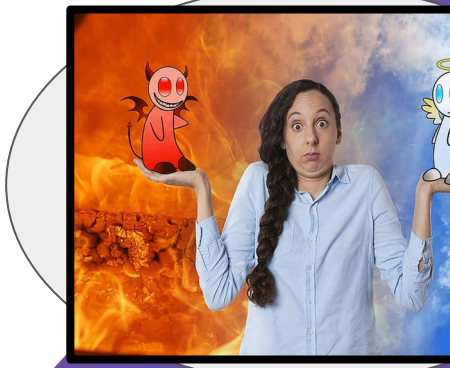
School provides clear rules and consequences.

Alexander Nguyen, YAC Active Member

CITY OF MORGAN HILL

Why is it important to have school boundaries?

- Prevents consequences from being perceived as arbitrary
- Allows students to understand the parameters they may operate within



Questions to Council:

- How did school cultures in your high school help you grow as an individual?
- How would you encourage current high schoolers to contribute to a positive community culture?

CITY OF MORGAN HILL

Supplement & Presentation List
October 20, 2021
City Council Meeting

Supplements

Item 1- Supplement 1 – Redistricting – Spanish Staff Report

Item 1- Supplement 2 – Redistricting – Q&A

Item 2- Supplement 1 – Leave Policy – Q&A

Item 3- Supplement 1 – Brightview – Q&A

Item 6- Supplement 1 – ARPA – Email from Lynn Liebschutz

Item 6- Supplement 2 – ARPA – Q&A

Item 6- Supplement 3 – ARPA – Email from Pam MacDougall- Operation Freedom Paws

Item 7- Supplement 1 – Business Recovery – Q&A

Item 3- Supplement 1 – Budget – Q&A

Presentations

YAC Presentation

Item 1- Redistricting – Consultant Presentation (Spanish version also included)

Item 6- ARPA – Staff Presentation

Item 7- Business Recovery – Staff Presentation

Item 8- Budget – Staff Presentation

CITY OF MORGAN HILL

Building A Healthy Community For Teens

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Complementary Asset #12:	School Boundaries

CITY OF MORGAN HILL

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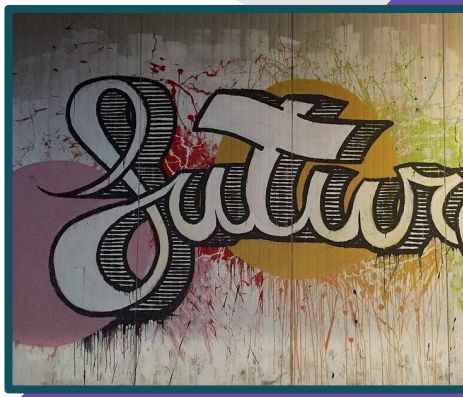

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