



Special - Regular Meeting Agenda
City Council

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

Wednesday, February 16, 2022 5:30 PM

Virtual Meeting
Link to join the meeting can be found below

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

* 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 5:30 p.m. for the purpose of conducting a workshop.

SPECIAL MEETING

5:30 P.M. Workshop

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

WORKSHOP

1. **CITY COUNCIL REDISTRICTING WORKSHOP**

Recommendation:

1. Review and discuss draft maps; and
2. Provide direction to staff on which maps and/or changes to bring forward at the March 2, 2022, public hearing for review and adoption.

REGULAR MEETING

7:00 P.M.

CITY COUNCIL REPORTS

Council Member McKay

CITY MANAGER'S REPORT

City Manager Christina Turner

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

OTHER REPORTS

RECOGNITIONS

PROCLAMATIONS

Proclaiming the month of February 2022 as Black History Month.

PRESENTATIONS

YAC Presentation

Developmental Asset #26 - Caring

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

2. RECEIVE ANNUAL REPORT ON 2021 CITY ENGINEER ACCEPTANCES OF PUBLIC IMPROVEMENTS COMPLETED BY PRIVATE DEVELOPMENT PROJECTS

Recommendation:

Accept and file Annual Report on 2021 City Engineer acceptances of public improvements completed by private development projects.

3. APPROVE CITY OF MORGAN HILL'S EMERGENCY OPERATIONS PLAN UPDATE 2022

Recommendation:

Authorize the approval, distribution, and use of the updated Emergency Operations Plan.

4. **APPROVE GOVERNMENT CODE 65915 DENSITY BONUS CONCESSION FOR A MARKET RATE HOUSING DEVELOPMENT PROJECT (SR2021-0014/SD2021-0004/EA2021-0012 MONTEREY-KERLEY (DENOVA HOMES))**

Recommendation:

Adopt resolution approving the request for the following density bonus concession, pursuant to Government Code: Increase in floor area ratio.

5. **APPROVE THE DECEMBER 1, 2021, DECEMBER 15, 2021, AND JANUARY 19, 2022 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve the December 1, 2021, December 15, 2021, and January 19, 2022 City Council Meeting Minutes.

6. **ADOPT RESOLUTION DETERMINING THAT CONDUCTION OF IN-PERSON MEETINGS WOULD PRESENT A PUBLIC HEALTH RISK AND CONTINUING TELECONFERENCE MEETINGS**

Recommendation:

Adopt resolution to continue holding City Council and commission meetings by teleconference.

PUBLIC HEARINGS

7. **ADOPT RESOLUTION APPROVING COMMENCEMENT OF 2022 HAZARDOUS VEGETATION ABATEMENT PROGRAM**

Recommendation:

1. Open/Close public hearing; and
2. Adopt resolution authorizing Santa Clara County to commence hazardous vegetation abatement activities on the attached list.

8. **CONDUCT TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING APPROVING ISSUANCE OF BONDS FOR ROYAL OAK VILLAGE APARTMENTS AT 15440 MONTEREY ROAD WITHIN THE CITY OF MORGAN HILL**

Recommendation:

1. Open/close public hearing consistent with the requirements of the Federal Tax and Equity Fiscal Responsibility Act ("TEFRA") and Section 147 (f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
2. Adopt resolution approving the issuance of bonds by the California

Statewide Communities Development Authority (CSCDA), for the acquisition, construction, improvement and equipping of a multifamily rental housing facility known as Royal Oak Village, located at 15440 Monterey Road (the "Project").

9. **APPROVE EDEN HOUSING'S (EHI) REQUEST TO WAIVE THE 2020 ANNUAL SURPLUS PAYMENT FOR VILLA CIOLINO AFFORDABLE APARTMENTS TO MAKE NECESSARY REPAIRS**

Recommendation:

Authorize the approval of a waiver for the receipt of the 2020 annual payment from Villa Ciolino's surplus cash in the amount of \$44,777 due to the City to support the property's more immediate urgent rehabilitation needs.

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 COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Michelle Bigelow, Deputy City Clerk

APPROVED BY: City Manager

CITY COUNCIL REDISTRICTING WORKSHOP

RECOMMENDATION(S)

1. Review and discuss draft maps; and
2. Provide direction to staff on which maps and/or changes to bring forward at the March 2, 2022, public hearing for review and adoption.

Estimated Time: 90 Minutes

COUNCIL PRIORITIES, GOALS & STRATEGIES

REPORT NARRATIVE:

Cities that have City Council districts are required to review and, if necessary, due to changes in population or the laws governing districts, re-draw the district boundaries every ten years following the federal census. Although Morgan Hill's districts were only put in place in 2017, they were based on census data from 2020. The City's required City Council Redistricting process began in August 2021. For this workshop, the City Council and community will review and discuss all draft maps that have been submitted. The City's demographer, National Demographics Corporation, will go through each map and explain the details of the maps and if they meet all requirements. After receiving community feedback on the draft maps, staff recommends that Council provide staff and the demographer direction on which maps to bring forward for modification and/or adoption at the March 2, 2022, City Council Public Hearing.

COMMUNITY ENGAGEMENT:

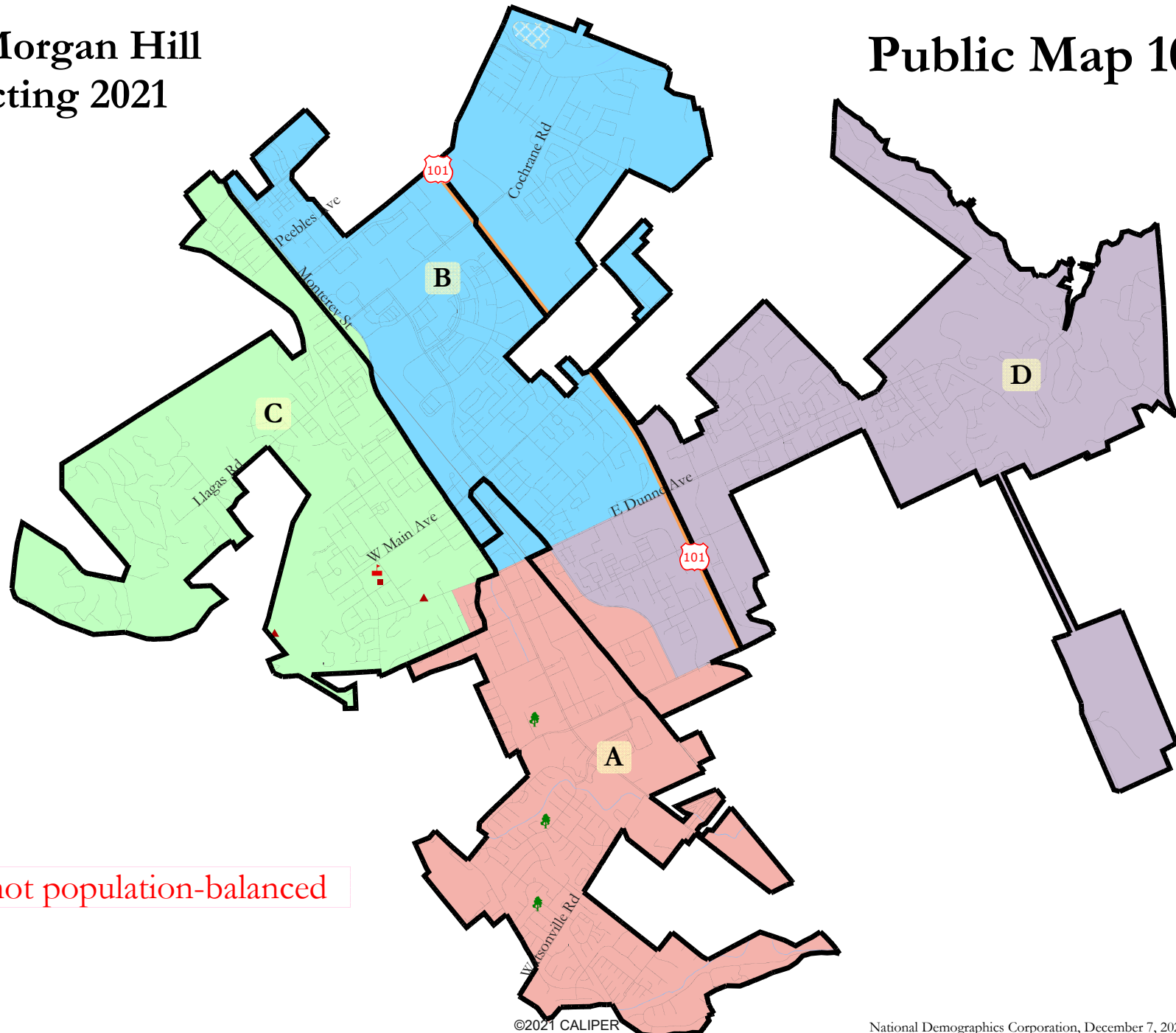
ALTERNATIVE ACTIONS:

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

FISCAL AND RESOURCE IMPACT:**CEQA (California Environmental Quality Act):**

City of Morgan Hill Redistricting 2021

Public Map 101

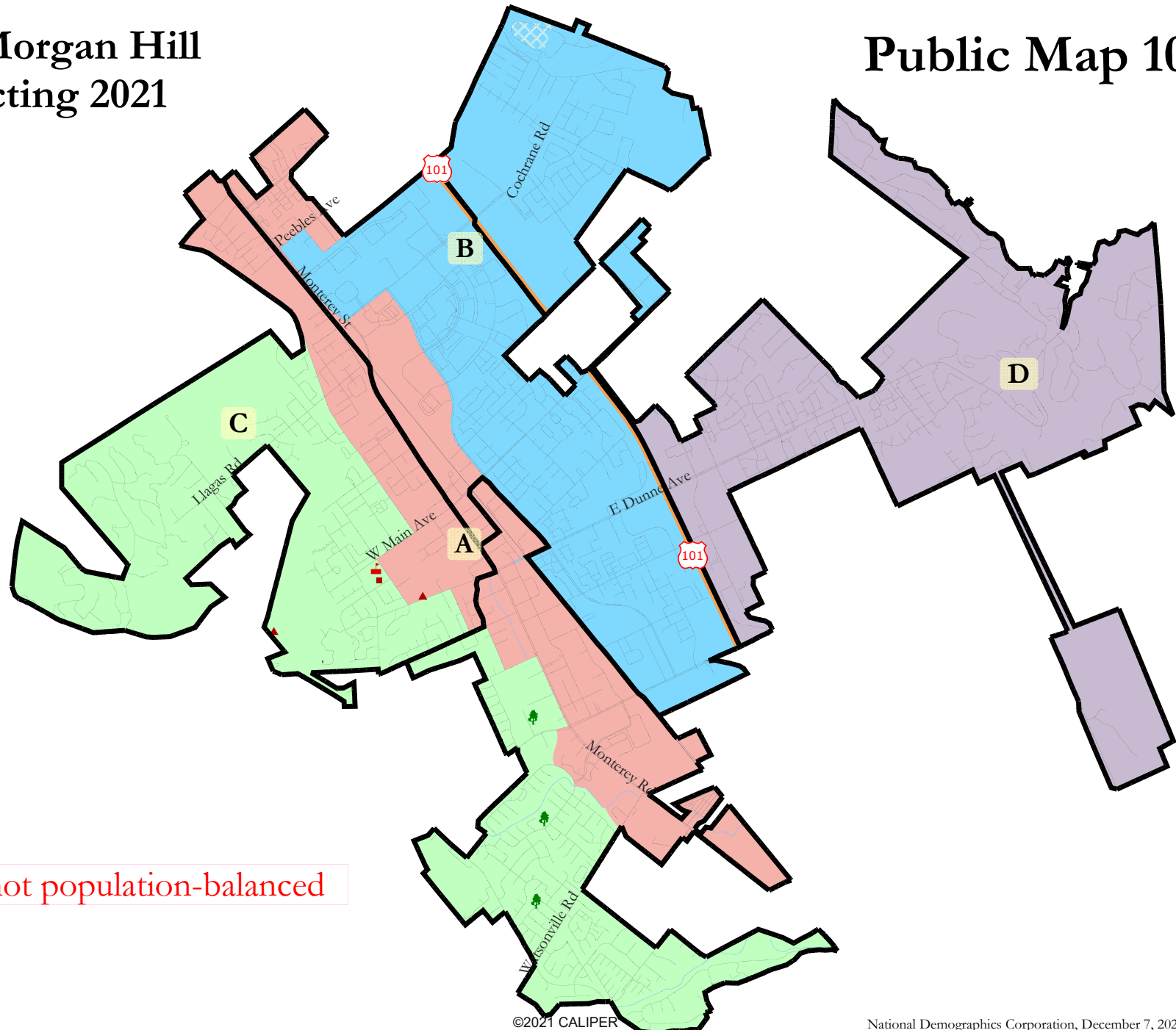


Map is not population-balanced

<i>City of Morgan Hill - Public Map 101</i>						
District		A	B	C	D	Total
2020	2020 Census (Raw)	11,705	11,801	10,586	11,474	45,566
	Deviation from ideal	314	410	-806	83	1,215
	% Deviation	2.75%	3.59%	-7.07%	0.72%	10.67%
2020 Total Pop	% Hisp	39%	30%	38%	26%	33%
	% NH White	43%	42%	40%	50%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	11%	21%	16%	18%	17%
	Total	7,391	7,187	6,684	8,643	29,905
Citizen Voting Age Pop	% Hisp	26%	25%	28%	19%	24%
	% NH White	56%	53%	54%	60%	56%
	% NH Black	4%	2%	2%	2%	2%
	% Asian/Pac.Isl.	13%	17%	16%	17%	16%
	Total	6,909	7,376	6,216	7,618	28,119
Voter Registration (Nov 2020)	% Latino est.	26%	24%	26%	20%	24%
	% Spanish-Surnamed	24%	22%	24%	18%	22%
	% Asian-Surnamed	5%	12%	9%	10%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	66%	61%	62%	68%	64%
	% NH Black	4%	2%	2%	2%	2%
	Total	4,176	4,044	3,782	5,017	17,019
Voter Turnout (Nov 2018)	% Latino est.	20%	20%	22%	18%	20%
	% Spanish-Surnamed	18%	18%	21%	16%	18%
	% Asian-Surnamed	4%	9%	7%	8%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	72%	67%	68%	72%	70%
	% NH Black	3%	2%	1%	2%	2%
	Total	5,849	6,333	5,242	6,694	24,118
Voter Turnout (Nov 2020)	% Latino est.	24%	23%	24%	19%	22%
	% Spanish-Surnamed	22%	21%	23%	17%	21%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	67%	62%	64%	69%	66%
	% NH Black est.	3%	2%	2%	2%	2%
	Total	11,030	10,715	10,603	12,172	44,520
ACS Pop. Est.	age0-19	29%	28%	27%	27%	28%
Age	age20-60	50%	54%	53%	53%	52%
	age60plus	21%	18%	20%	21%	20%
	Total	18%	18%	21%	17%	18%
Immigration	immigrants	18%	18%	21%	17%	18%
	naturalized	54%	61%	53%	71%	59%
Language spoken at home	english	72%	68%	66%	74%	70%
	spanish	20%	18%	19%	12%	17%
	asian-lang	6%	9%	9%	8%	8%
	other lang	2%	4%	6%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	10%	15%	8%	11%
Education (among those age 25+)	hs-grad	37%	38%	42%	39%	39%
	bachelor	33%	26%	22%	31%	28%
	graduatedegree	12%	17%	14%	16%	15%
Child in Household	child-under18	36%	44%	36%	39%	39%
Pct of Pop. Age 16+	employed	66%	65%	67%	69%	67%
Household Income	income 0-25k	8%	10%	6%	7%	7%
	income 25-50k	13%	9%	15%	11%	12%
	income 50-75k	12%	9%	14%	8%	11%
	income 75-200k	43%	39%	45%	46%	43%
	income 200k-plus	24%	33%	20%	29%	26%
Housing Stats	single family	79%	89%	81%	90%	85%
	multi-family	21%	11%	19%	10%	15%
	rented	33%	17%	33%	23%	27%
	owned	67%	83%	67%	77%	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 Redistricting 2021

Public Map 102



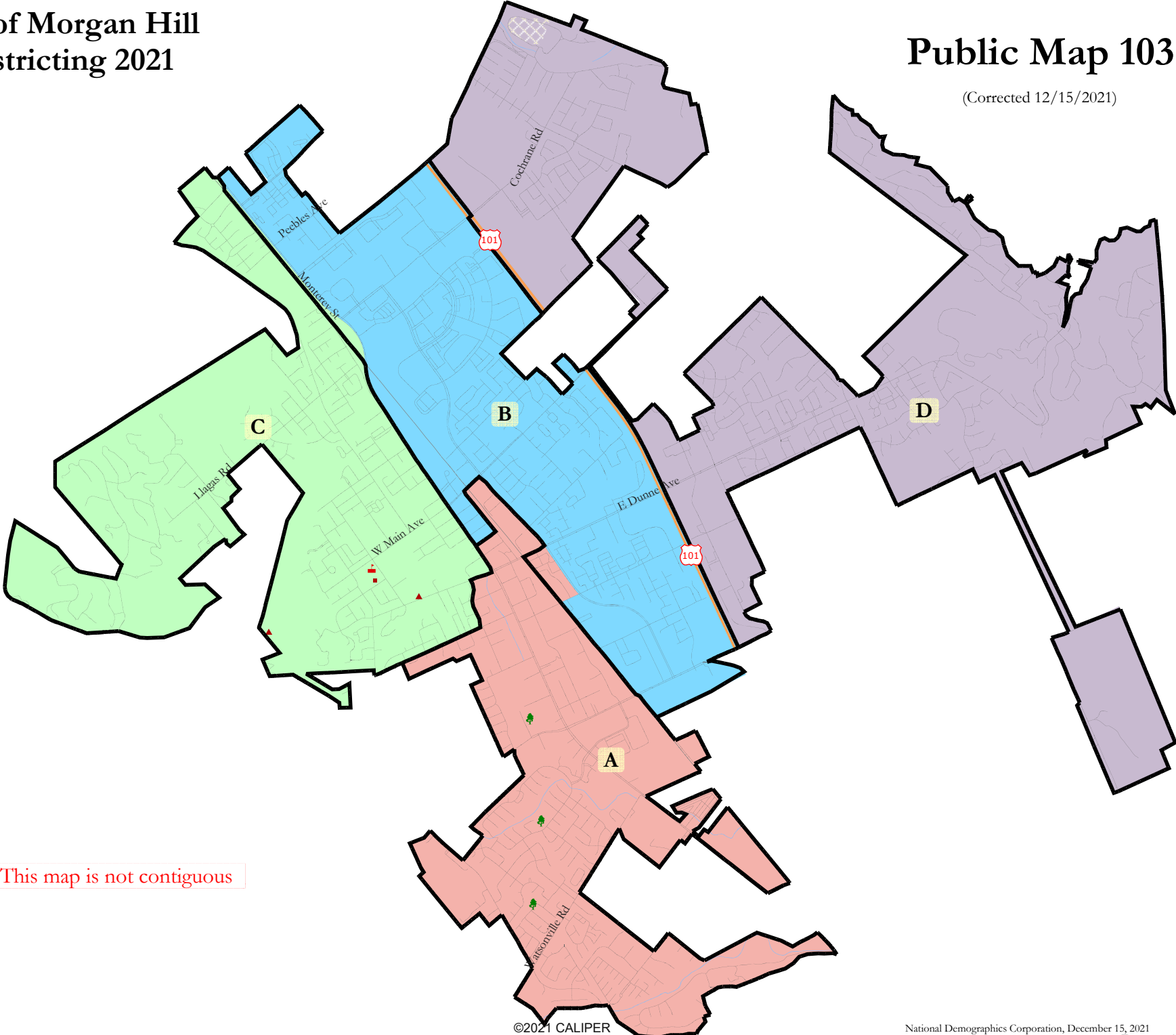
Map is not population-balanced

City of Morgan Hill - Public Map 102						
District		A	B	C	D	Total
2020	2020 Census (Raw)	13,336	12,080	11,662	8,488	45,566
	Deviation from ideal	1,945	689	271	-2,904	4,848
	% Deviation	17.07%	6.04%	2.37%	-25.49%	42.56%
2020 Total Pop	% Hisp	48%	30%	28%	22%	33%
	% NH White	30%	41%	54%	56%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	16%	23%	12%	16%	17%
	Total	7,211	7,857	8,340	6,497	29,905
Citizen Voting Age Pop	% Hisp	34%	23%	22%	18%	24%
	% NH White	45%	51%	63%	65%	56%
	% NH Black	4%	3%	1%	2%	2%
	% Asian/Pac.Isl.	16%	22%	13%	13%	16%
	Total	6,529	7,491	8,150	5,949	28,119
Voter Registration (Nov 2020)	% Latino est.	35%	23%	20%	18%	24%
	% Spanish-Surnamed	32%	21%	18%	16%	22%
	% Asian-Surnamed	9%	13%	6%	8%	9%
	% Filipino-Surnamed	3%	2%	1%	1%	2%
	% NH White est.	52%	60%	73%	72%	64%
	% NH Black	4%	2%	1%	2%	2%
	Total	3,226	4,201	5,501	4,091	17,019
Voter Turnout (Nov 2018)	% Latino est.	29%	20%	16%	16%	20%
	% Spanish-Surnamed	27%	19%	15%	14%	18%
	% Asian-Surnamed	7%	10%	4%	7%	7%
	% Filipino-Surnamed	2%	2%	1%	1%	1%
	% NH White est.	58%	65%	77%	75%	70%
	% NH Black	3%	2%	1%	2%	2%
	Total	5,238	6,440	7,149	5,291	24,118
Voter Turnout (Nov 2020)	% Latino est.	33%	22%	19%	17%	22%
	% Spanish-Surnamed	30%	20%	17%	16%	21%
	% Asian-Surnamed	9%	13%	6%	8%	9%
	% Filipino-Surnamed	2%	2%	1%	1%	2%
	% NH White est.	53%	61%	74%	72%	66%
	% NH Black est.	4%	2%	1%	2%	2%
	Total	11,710	11,734	12,128	8,948	44,520
ACS Pop. Est.	Total	11,710	11,734	12,128	8,948	44,520
Age	age0-19	27%	29%	28%	26%	28%
	age20-60	55%	54%	48%	52%	52%
	age60plus	18%	17%	23%	23%	20%
Immigration	immigrants	22%	19%	17%	14%	18%
	naturalized	54%	67%	53%	69%	59%
Language spoken at home	english	62%	66%	75%	79%	70%
	spanish	27%	16%	15%	9%	17%
	asian-lang	8%	12%	6%	5%	8%
	other lang	3%	6%	4%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	17%	11%	8%	5%	11%
Education (among those age 25+)	hs-grad	41%	40%	38%	36%	39%
	bachelor	23%	28%	31%	32%	28%
	graduatedegree	11%	15%	15%	18%	15%
Child in Household	child-under18	38%	44%	34%	39%	39%
Pct of Pop. Age 16+	employed	69%	68%	63%	68%	67%
Household Income	income 0-25k	7%	10%	7%	5%	7%
	income 25-50k	16%	15%	10%	5%	12%
	income 50-75k	14%	10%	12%	7%	11%
	income 75-200k	44%	36%	46%	50%	43%
	income 200k-plus	19%	29%	26%	34%	26%
Housing Stats	single family	75%	84%	86%	97%	85%
	multi-family	25%	16%	14%	3%	15%
	rented	39%	27%	24%	13%	27%
	owned	61%	73%	76%	87%	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
Redistricting 2021

Public Map 103

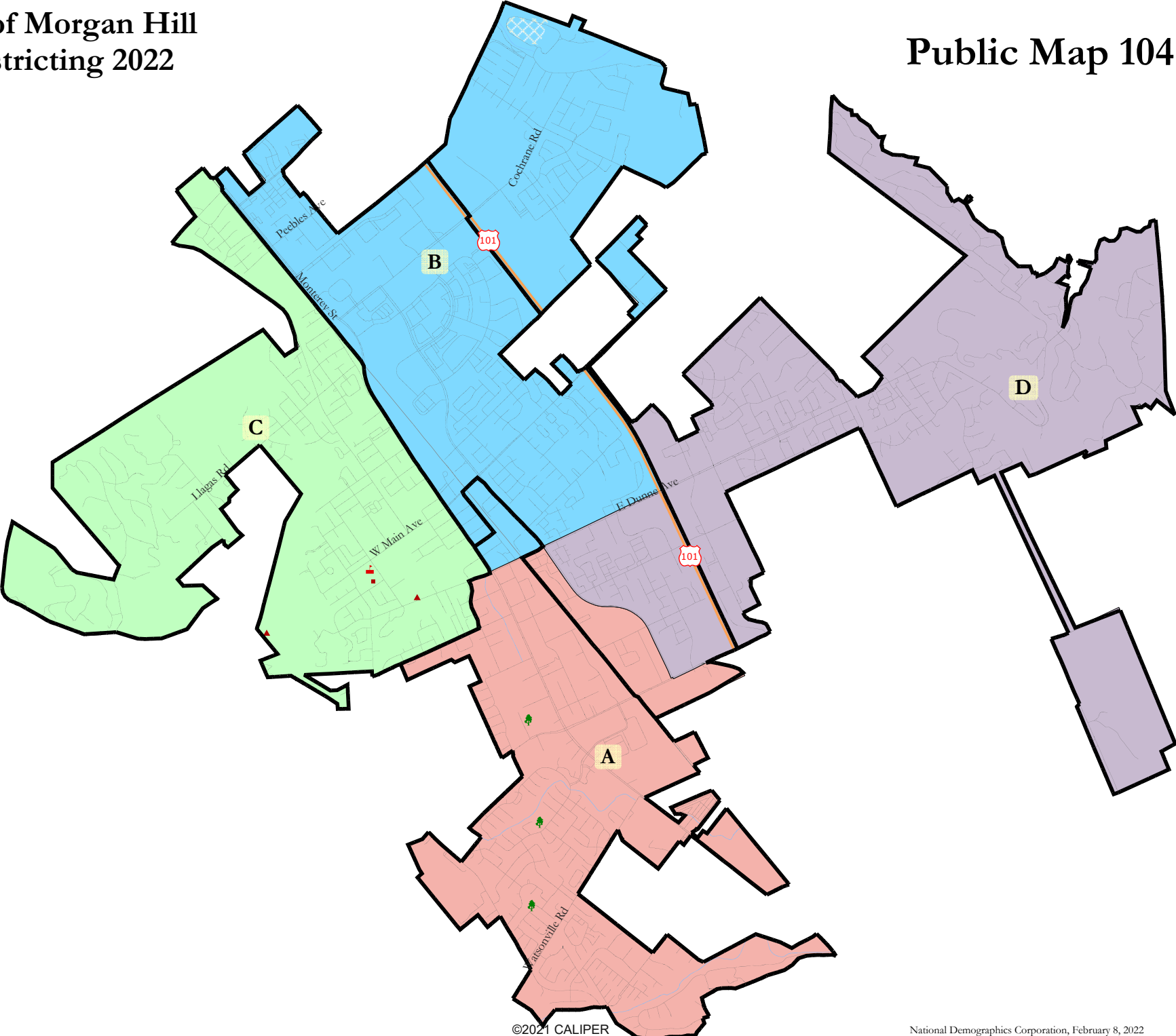
(Corrected 12/15/2021)



City of Morgan Hill - Public Map 103						
District		A	B	C	D	Total
2020	2020 Census (Raw)	11,509	11,174	11,117	11,766	45,566
	Deviation from ideal	118	-218	-275	375	649
	% Deviation	1.03%	-1.91%	-2.41%	3.29%	5.70%
2020 Total Pop	% Hisp	39%	35%	39%	21%	33%
	% NH White	43%	40%	40%	52%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	12%	19%	16%	21%	17%
	Total	7,020	7,628	7,083	8,175	29,905
Citizen Voting Age Pop	% Hisp	25%	26%	28%	18%	24%
	% NH White	56%	52%	53%	62%	56%
	% NH Black	3%	3%	2%	2%	2%
	% Asian/Pac.Isl.	14%	18%	16%	16%	16%
	Total	6,807	6,829	6,468	8,015	28,119
Voter Registration (Nov 2020)	% Latino est.	25%	27%	27%	17%	24%
	% Spanish-Surnamed	23%	25%	24%	16%	22%
	% Asian-Surnamed	5%	10%	9%	11%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	66%	59%	62%	69%	64%
	% NH Black	3%	2%	2%	2%	2%
	Total	4,151	3,784	3,900	5,184	17,019
Voter Turnout (Nov 2018)	% Latino est.	20%	23%	22%	15%	20%
	% Spanish-Surnamed	19%	21%	21%	14%	18%
	% Asian-Surnamed	4%	8%	7%	8%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	72%	65%	68%	74%	70%
	% NH Black	3%	2%	2%	2%	2%
	Total	5,806	5,770	5,428	7,114	24,118
Voter Turnout (Nov 2020)	% Latino est.	24%	26%	25%	16%	22%
	% Spanish-Surnamed	22%	24%	23%	15%	21%
	% Asian-Surnamed	6%	10%	9%	11%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	67%	60%	64%	70%	66%
	% NH Black est.	3%	2%	2%	2%	2%
	Total	10,604	11,285	11,219	11,412	44,520
ACS Pop. Est.	Total	10,604	11,285	11,219	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	54%	63%	52%	71%	59%
Language spoken at home	english	74%	65%	66%	77%	70%
	spanish	18%	22%	20%	8%	17%
	asian-lang	6%	8%	8%	9%	8%
	other lang	2%	5%	6%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	12%	16%	6%	11%
Education (among those age 25+)	hs-grad	36%	42%	43%	35%	39%
	bachelor	34%	25%	21%	32%	28%
	graduatedegree	12%	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	12%	16%	15%	6%	12%
	income 50-75k	11%	10%	15%	7%	11%
	income 75-200k	44%	41%	45%	43%	43%
	income 200k-plus	25%	21%	19%	40%	26%
Housing Stats	single family	82%	81%	79%	98%	85%
	multi-family	18%	19%	21%	2%	15%
	rented	28%	31%	36%	11%	27%
	owned	72%	69%	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
Redistricting 2022

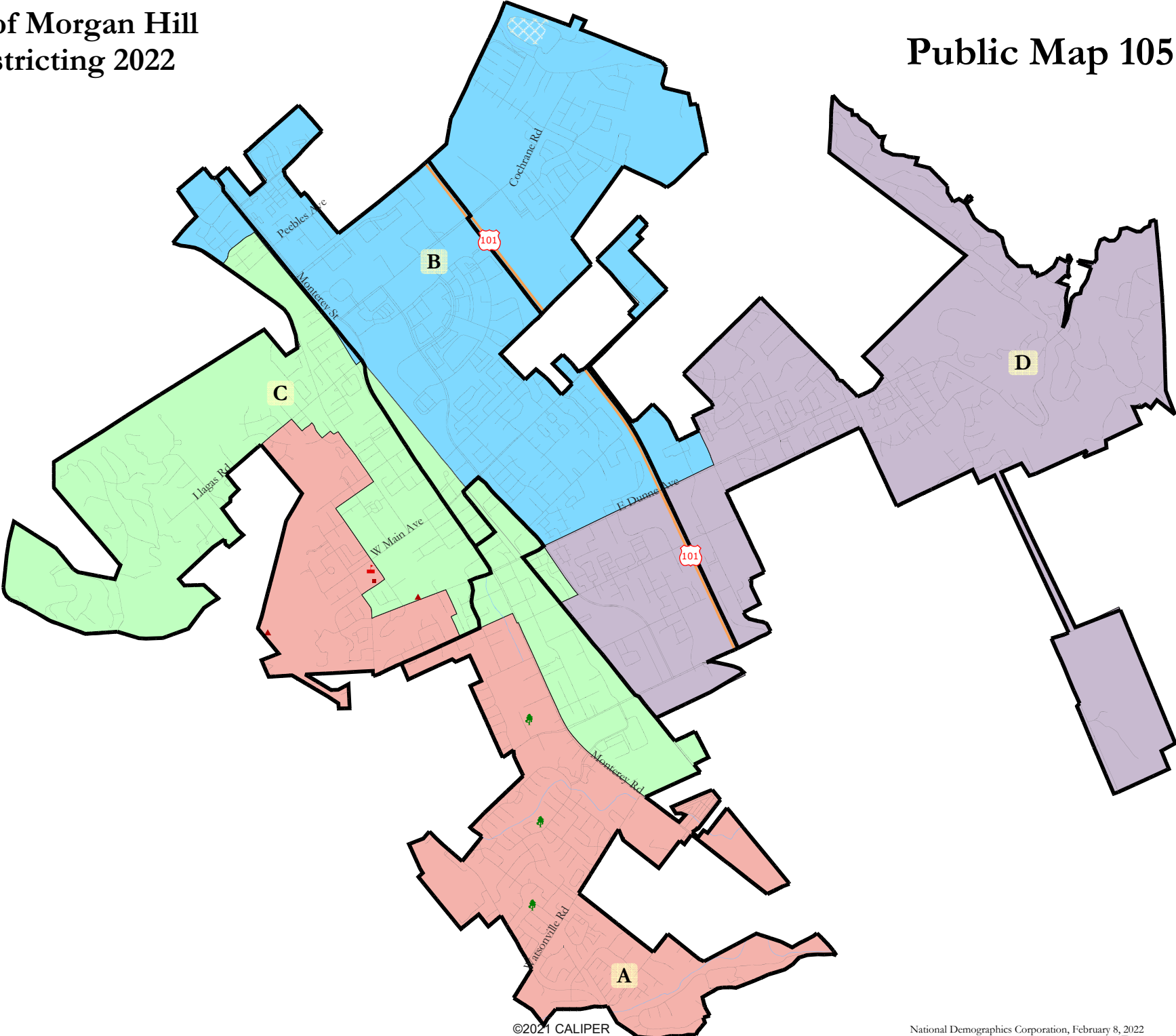
Public Map 104



Public Map 104						
District		A	B	C	D	Total
	Total Pop	11,174	11,801	11,117	11,474	45,566
	Deviation from ideal	-218	409	-275	82	684
	% Deviation	-1.91%	3.59%	-2.41%	0.72%	6.00%
Total Pop	% Hisp	38.8%	30%	39%	26%	33%
	% NH White	43%	42%	40%	50%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	11%	21%	16%	18%	17%
Citizen Voting Age Pop	Total	6,992	7,187	7,083	8,643	29,905
	% Hisp	25%	25%	28%	19%	24%
	% NH White	57%	53%	53%	60%	56%
	% NH Black	4%	2%	2%	2%	2%
	% Asian/Pac.Isl.	14%	17%	16%	17%	16%
Voter Registration (Nov 2020)	Total	6,657	7,376	6,468	7,618	28,119
	% Latino est.	25%	24%	27%	20%	24%
	% Spanish-Surnamed	23%	22%	24%	18%	22%
	% Asian-Surnamed	5%	12%	9%	10%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	66%	61%	62%	68%	64%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	5,663	6,333	5,428	6,694	24,118
	% Latino est.	24%	23%	25%	19%	22%
	% Spanish-Surnamed	22%	21%	23%	17%	21%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	68%	62%	64%	69%	66%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	4,058	4,044	3,900	5,017	17,019
	% Latino est.	19%	20%	22%	18%	20%
	% Spanish-Surnamed	18%	18%	21%	16%	18%
	% Asian-Surnamed	4%	9%	7%	8%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	73%	67%	68%	72%	70%
	% NH Black est.	3%	2%	2%	2%	2%
ACS Pop. Est.	Total	10,413	10,715	11,219	12,172	44,520
Age	age0-19	29%	28%	27%	27%	28%
	age20-60	50%	54%	53%	53%	52%
	age60plus	21%	18%	20%	21%	20%
Immigration	immigrants	18%	20%	21%	16%	18%
	naturalized	55%	61%	52%	71%	59%
Language spoken at home	english	73%	68%	66%	74%	70%
	spanish	19%	18%	20%	12%	17%
	asian-lang	6%	9%	8%	8%	8%
	other lang	2%	4%	6%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	10%	16%	8%	11%
Education (among those age 25+)	hs-grad	37%	38%	43%	39%	39%
	bachelor	35%	26%	21%	31%	28%
	graduatedegree	12%	17%	14%	16%	15%
Child in Household	child-under18	36%	44%	36%	39%	39%
Pct of Pop. Age 16+	employed	65%	65%	67%	69%	67%
Household Income	income 0-25k	8%	10%	6%	7%	7%
	income 25-50k	13%	9%	15%	11%	12%
	income 50-75k	12%	9%	15%	8%	11%
	income 75-200k	43%	39%	45%	46%	43%
	income 200k-plus	24%	33%	19%	29%	26%
Housing Stats	single family	81%	89%	79%	90%	85%
	multi-family	19%	11%	21%	10%	15%
	rented	30%	17%	36%	23%	27%
	owned	70%	83%	64%	77%	73%
Total population data from 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
Redistricting 2022

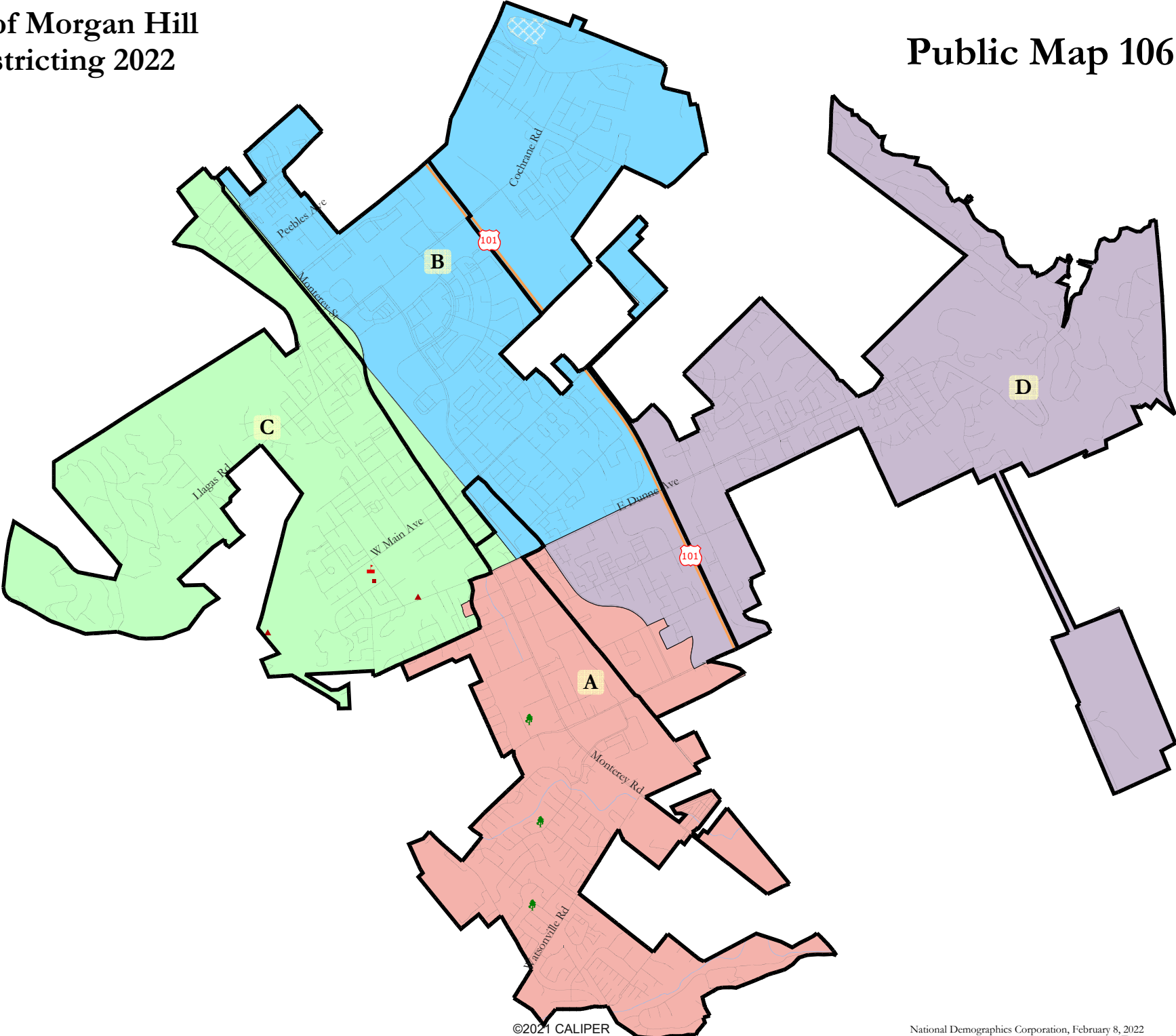
Public Map 105



Public Map 105						
District		A	B	C	D	Total
	Total Pop	11,213	11,445	11,337	11,571	45,566
	Deviation from ideal	-179	53	-55	179	358
	% Deviation	-1.57%	0.47%	-0.48%	1.57%	3.14%
Total Pop	% Hisp	31.7%	29%	46%	26%	33%
	% NH White	50%	42%	34%	50%	44%
	% NH Black	2%	2%	3%	3%	3%
	% Asian-American	12%	24%	14%	18%	17%
Citizen Voting Age Pop	Total	7,443	7,088	6,538	8,836	29,905
	% Hisp	21%	26%	33%	19%	24%
	% NH White	63%	50%	48%	61%	56%
	% NH Black	2%	2%	3%	3%	2%
	% Asian/Pac.Isl.	13%	20%	14%	16%	16%
Voter Registration (Nov 2020)	Total	7,190	7,172	6,033	7,724	28,119
	% Latino est.	21%	23%	33%	20%	24%
	% Spanish-Surnamed	19%	21%	31%	18%	22%
	% Asian-Surnamed	5%	13%	8%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	71%	60%	56%	68%	64%
	% NH Black	2%	2%	3%	2%	2%
Voter Turnout (Nov 2020)	Total	6,283	6,194	4,882	6,759	24,118
	% Latino est.	19%	22%	31%	19%	22%
	% Spanish-Surnamed	18%	20%	29%	17%	21%
	% Asian-Surnamed	6%	13%	8%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	73%	62%	57%	69%	66%
	% NH Black	2%	2%	3%	2%	2%
Voter Turnout (Nov 2018)	Total	4,696	3,996	3,244	5,083	17,019
	% Latino est.	16%	19%	28%	17%	20%
	% Spanish-Surnamed	15%	18%	26%	16%	18%
	% Asian-Surnamed	4%	10%	6%	7%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	76%	67%	62%	72%	70%
	% NH Black est.	2%	2%	2%	2%	2%
ACS Pop. Est.	Total	11,079	10,617	10,537	12,286	44,520
Age	age0-19	29%	28%	27%	27%	28%
	age20-60	48%	53%	55%	53%	52%
	age60plus	23%	18%	18%	21%	20%
Immigration	immigrants	16%	20%	23%	16%	18%
	naturalized	50%	64%	53%	71%	59%
Language spoken at home	english	76%	68%	63%	74%	70%
	spanish	17%	17%	23%	12%	17%
	asian-lang	4%	10%	9%	8%	8%
	other lang	3%	5%	4%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	7%	10%	17%	8%	11%
Education (among those age 25+)	hs-grad	37%	38%	42%	39%	39%
	bachelor	33%	27%	22%	31%	28%
	graduatedegree	14%	17%	12%	15%	15%
Child in Household	child-under18	35%	45%	36%	39%	39%
Pct of Pop. Age 16+	employed	63%	64%	70%	69%	67%
Household Income	income 0-25k	8%	9%	6%	7%	7%
	income 25-50k	10%	8%	19%	12%	12%
	income 50-75k	12%	8%	15%	9%	11%
	income 75-200k	46%	39%	43%	45%	43%
	income 200k-plus	25%	36%	18%	28%	26%
Housing Stats	single family	85%	92%	74%	88%	85%
	multi-family	15%	8%	26%	12%	15%
	rented	26%	14%	41%	25%	27%
	owned	74%	86%	59%	75%	73%
Total population data from 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
Redistricting 2022

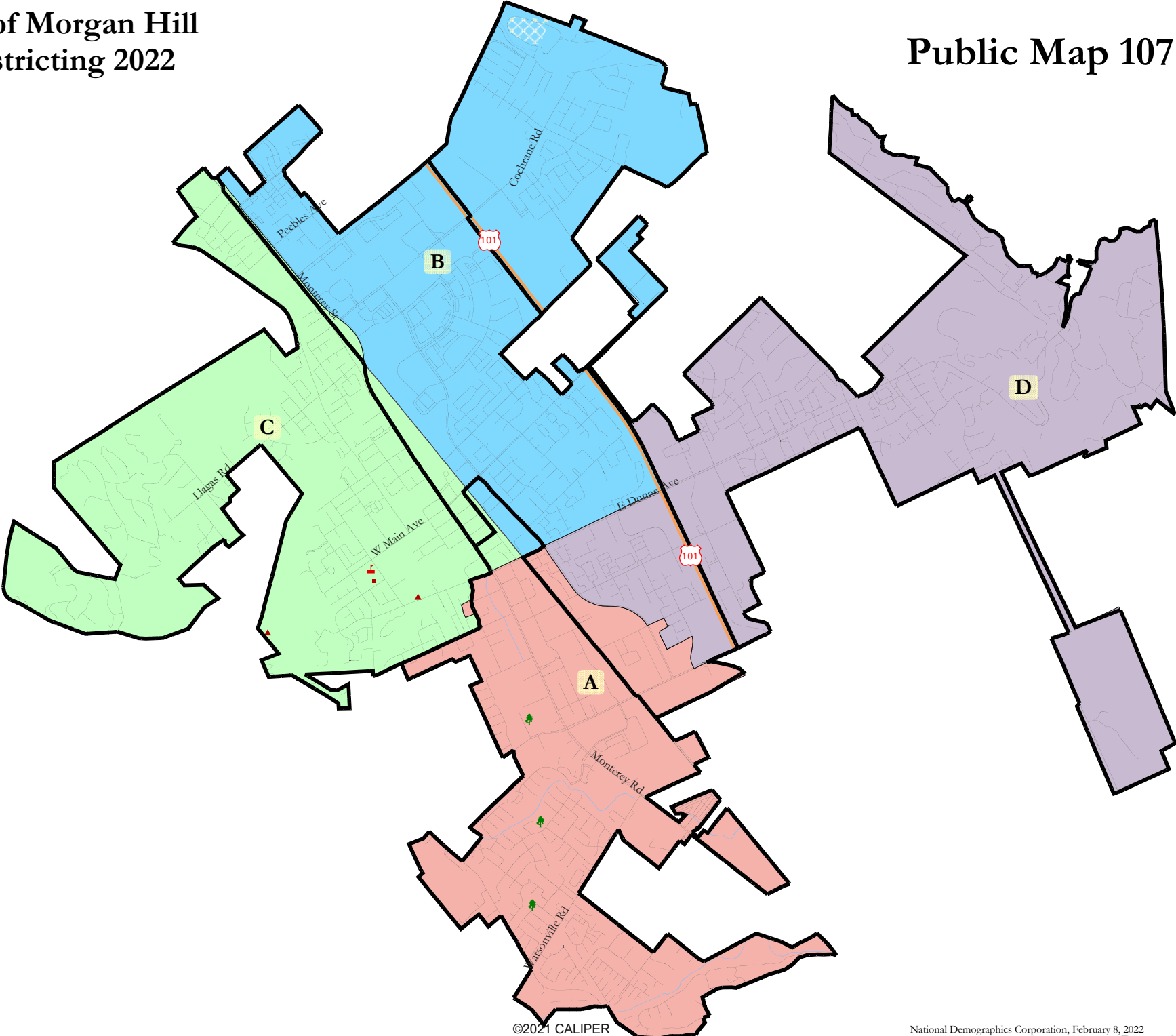
Public Map 106



Public Map 106						
District		A	B	C	D	Total
	Total Pop	11,340	11,030	11,761	11,435	45,566
	Deviation from ideal	-52	-362	369	43	731
	% Deviation	-0.46%	-3.18%	3.24%	0.38%	6.42%
Total Pop	% Hisp	38.8%	29%	39%	26%	33%
	% NH White	43%	43%	40%	50%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	11%	22%	16%	18%	17%
Citizen Voting Age Pop	Total	7,084	6,769	7,416	8,637	29,905
	% Hisp	25%	26%	28%	19%	24%
	% NH White	57%	52%	54%	60%	56%
	% NH Black	4%	2%	2%	2%	2%
	% Asian/Pac.Isl.	14%	17%	15%	17%	16%
Voter Registration (Nov 2020)	Total	6,739	6,928	6,861	7,591	28,119
	% Latino est.	26%	23%	27%	20%	24%
	% Spanish-Surnamed	23%	21%	25%	18%	22%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	66%	61%	62%	68%	64%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	5,722	5,983	5,743	6,670	24,118
	% Latino est.	24%	22%	25%	19%	22%
	% Spanish-Surnamed	22%	20%	23%	17%	21%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	67%	63%	63%	69%	66%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	4,094	3,896	4,026	5,003	17,019
	% Latino est.	20%	19%	22%	17%	20%
	% Spanish-Surnamed	18%	18%	21%	16%	18%
	% Asian-Surnamed	4%	9%	7%	8%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	72%	68%	68%	72%	70%
	% NH Black est.	3%	2%	2%	2%	2%
ACS Pop. Est.	Total	10,586	10,114	11,673	12,147	44,520
Age	age0-19	29%	29%	27%	27%	28%
	age20-60	50%	53%	53%	53%	52%
	age60plus	21%	18%	20%	21%	20%
Immigration	immigrants	18%	20%	21%	15%	18%
	naturalized	55%	62%	52%	71%	59%
Language spoken at home	english	73%	69%	65%	74%	70%
	spanish	19%	17%	21%	12%	17%
	asian-lang	6%	9%	8%	8%	8%
	other lang	2%	5%	5%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	9%	16%	8%	11%
Education (among those age 25+)	hs-grad	37%	38%	43%	39%	39%
	bachelor	34%	27%	21%	31%	28%
	graduatedegree	12%	17%	14%	16%	15%
Child in Household	child-under18	36%	45%	36%	39%	39%
Pct of Pop. Age 16+	employed	65%	64%	68%	69%	67%
Household Income	income 0-25k	8%	10%	6%	7%	7%
	income 25-50k	13%	8%	16%	11%	12%
	income 50-75k	12%	8%	15%	8%	11%
	income 75-200k	43%	39%	44%	46%	43%
	income 200k-plus	24%	35%	19%	29%	26%
Housing Stats	single family	80%	91%	79%	90%	85%
	multi-family	20%	9%	21%	10%	15%
	rented	31%	14%	36%	23%	27%
	owned	69%	86%	64%	77%	73%
Total population data from 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
Redistricting 2022

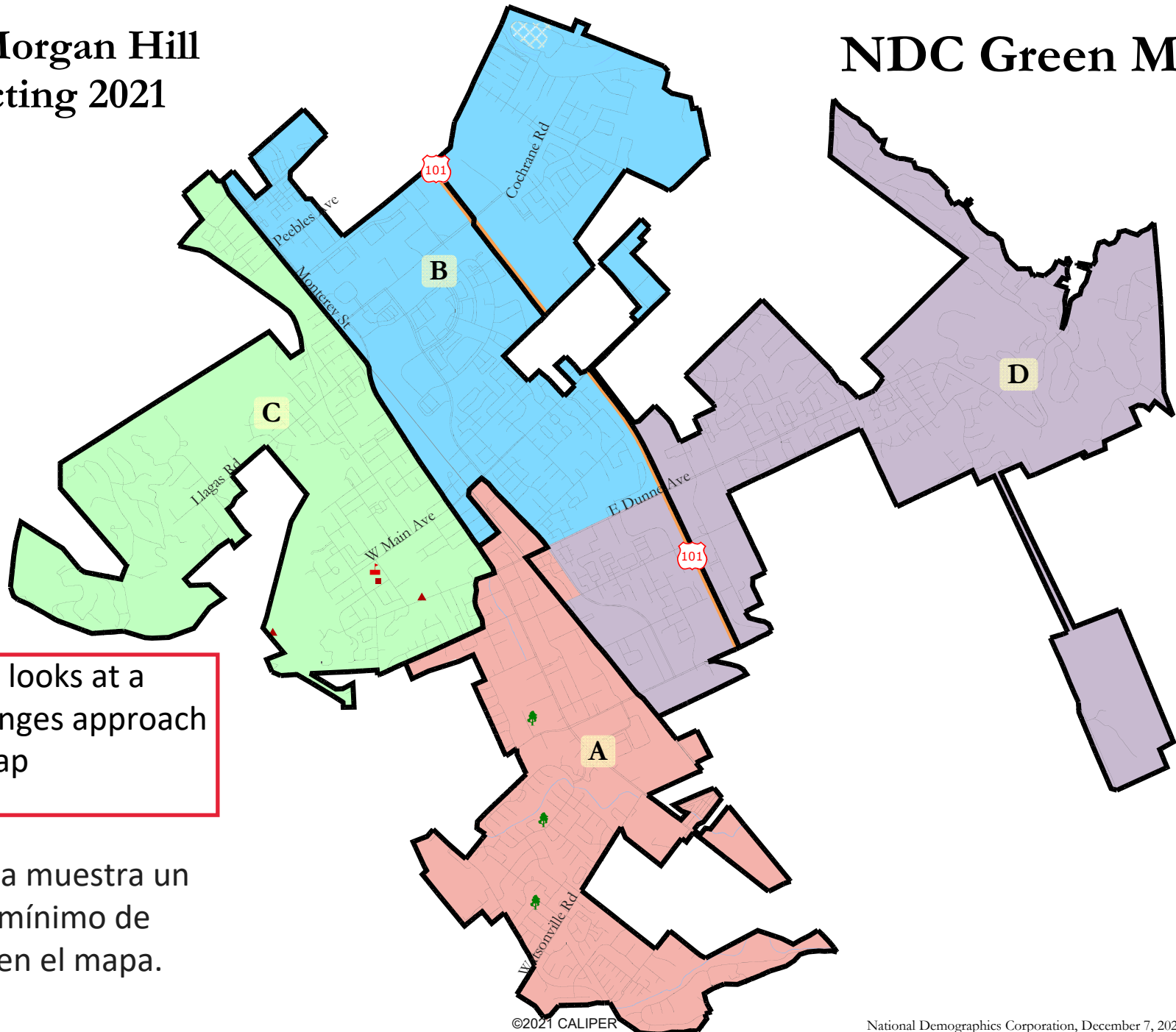
Public Map 107



Public Map 107						
District		A	B	C	D	Total
	Total Pop	11,340	10,943	11,848	11,435	45,566
	Deviation from ideal	-52	-449	456	43	905
	% Deviation	-0.46%	-3.94%	4.00%	0.38%	7.94%
Total Pop	% Hisp	38.8%	29%	38%	26%	33%
	% NH White	43%	43%	40%	50%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	11%	22%	16%	18%	17%
Citizen Voting Age Pop	Total	7,084	6,732	7,453	8,637	29,905
	% Hisp	25%	26%	28%	19%	24%
	% NH White	57%	52%	54%	60%	56%
	% NH Black	4%	2%	2%	2%	2%
	% Asian/Pac.Isl.	14%	18%	15%	17%	16%
Voter Registration (Nov 2020)	Total	6,739	6,887	6,902	7,591	28,119
	% Latino est.	26%	23%	27%	20%	24%
	% Spanish-Surnamed	23%	22%	25%	18%	22%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	66%	61%	62%	68%	64%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	5,722	5,945	5,781	6,670	24,118
	% Latino est.	24%	22%	25%	19%	22%
	% Spanish-Surnamed	22%	20%	23%	17%	21%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	67%	62%	63%	69%	66%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	4,094	3,873	4,049	5,003	17,019
	% Latino est.	20%	19%	22%	17%	20%
	% Spanish-Surnamed	18%	18%	21%	16%	18%
	% Asian-Surnamed	4%	9%	7%	8%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	72%	68%	68%	72%	70%
	% NH Black est.	3%	2%	2%	2%	2%
ACS Pop. Est.	Total	10,586	10,070	11,718	12,147	44,520
Age	age0-19	29%	29%	27%	27%	28%
	age20-60	50%	53%	53%	53%	52%
	age60plus	21%	18%	20%	21%	20%
Immigration	immigrants	18%	19%	21%	15%	18%
	naturalized	55%	62%	52%	71%	59%
Language spoken at home	english	73%	69%	66%	74%	70%
	spanish	19%	17%	21%	12%	17%
	asian-lang	6%	9%	8%	8%	8%
	other lang	2%	5%	5%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	9%	16%	8%	11%
Education (among those age 25+)	hs-grad	37%	38%	43%	39%	39%
	bachelor	34%	27%	21%	31%	28%
	graduatedegree	12%	17%	14%	16%	15%
Child in Household	child-under18	36%	45%	36%	39%	39%
Pct of Pop. Age 16+	employed	65%	64%	68%	69%	67%
Household Income	income 0-25k	8%	10%	6%	7%	7%
	income 25-50k	13%	8%	16%	11%	12%
	income 50-75k	12%	8%	15%	8%	11%
	income 75-200k	43%	39%	44%	46%	43%
	income 200k-plus	24%	35%	19%	29%	26%
Housing Stats	single family	80%	91%	78%	90%	85%
	multi-family	20%	9%	22%	10%	15%
	rented	31%	14%	37%	23%	27%
	owned	69%	86%	63%	77%	73%
Total population data from 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 Redistricting 2021

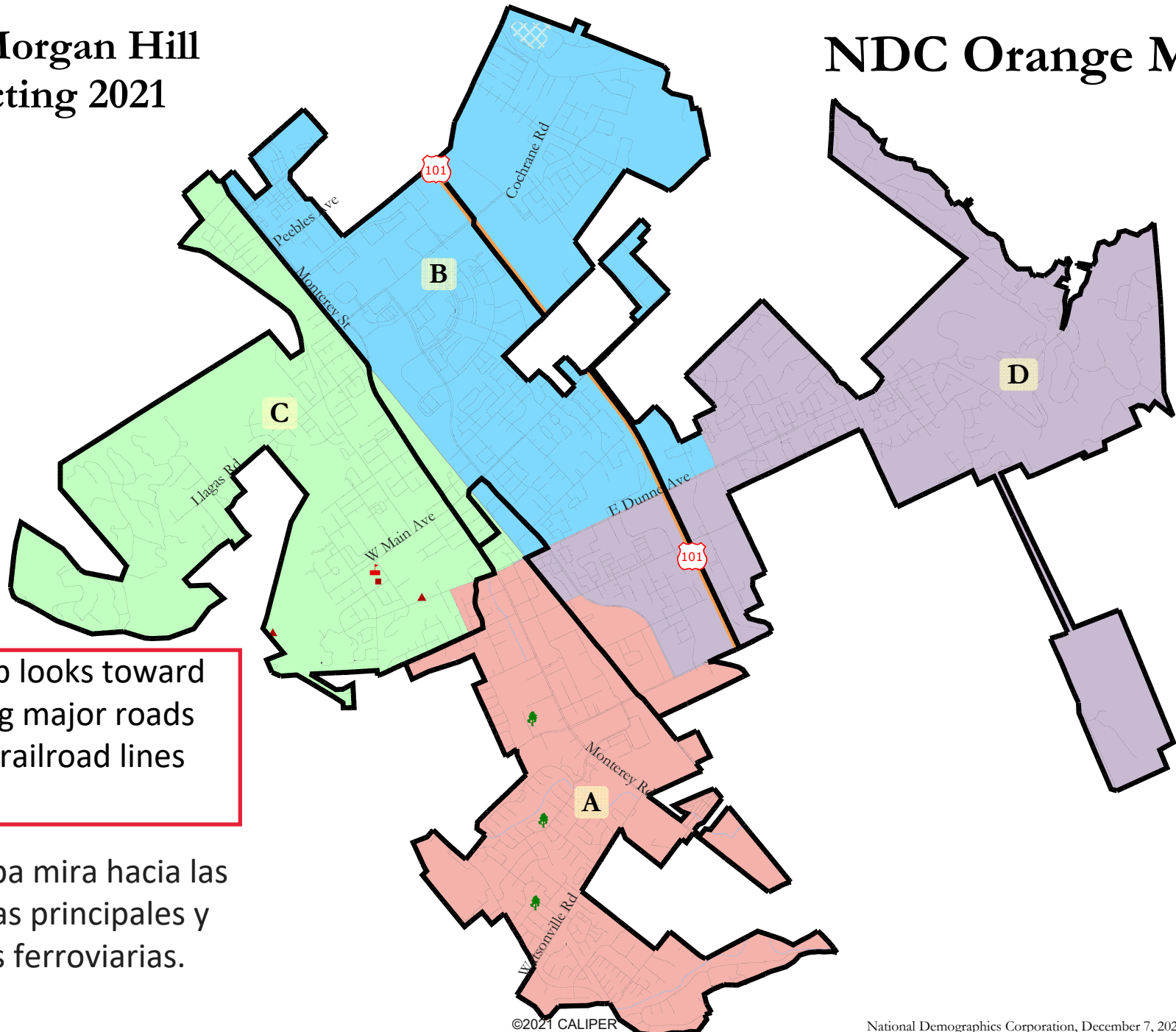
NDC Green Map



<i>City of Morgan Hill - NDC Green Map</i>						
District		A	B	C	D	Total
2020	2020 Census (Raw)	11,509	11,093	11,117	11,847	45,566
	Deviation from ideal	118	-299	-275	456	754
	% Deviation	1.03%	-2.62%	-2.41%	4.00%	6.62%
2020 Total Pop	% Hisp	39%	30%	39%	26%	33%
	% NH White	43%	43%	40%	50%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	12%	22%	16%	18%	17%
	Total	7,020	6,784	7,083	9,019	29,905
Citizen Voting Age Pop	% Hisp	25%	26%	28%	19%	24%
	% NH White	56%	54%	53%	60%	56%
	% NH Black	3%	2%	2%	3%	2%
	% Asian/Pac.Isl.	14%	17%	16%	17%	16%
	Total	6,807	6,989	6,468	7,855	28,119
Voter Registration (Nov 2020)	% Latino est.	25%	24%	27%	20%	24%
	% Spanish-Surnamed	23%	22%	24%	18%	22%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	66%	61%	62%	67%	64%
	% NH Black	3%	2%	2%	2%	2%
	Total	4,151	3,840	3,900	5,128	17,019
Voter Turnout (Nov 2018)	% Latino est.	20%	20%	22%	17%	20%
	% Spanish-Surnamed	19%	18%	21%	16%	18%
	% Asian-Surnamed	4%	9%	7%	8%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	72%	68%	68%	72%	70%
	% NH Black	3%	1%	2%	2%	2%
	Total	5,806	6,004	5,428	6,880	24,118
Voter Turnout (Nov 2020)	% Latino est.	24%	23%	25%	19%	22%
	% Spanish-Surnamed	22%	21%	23%	17%	21%
	% Asian-Surnamed	6%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	67%	62%	64%	68%	66%
	% NH Black est.	3%	2%	2%	2%	2%
	Total	10,604	10,116	11,219	12,581	44,520
ACS Pop. Est.	age0-19	29%	29%	27%	27%	28%
Age	age20-60	50%	53%	53%	53%	52%
	age60plus	22%	18%	20%	21%	20%
Immigration	immigrants	17%	18%	22%	17%	18%
	naturalized	54%	62%	52%	71%	59%
Language spoken at home	english	74%	68%	66%	74%	70%
	spanish	18%	18%	20%	12%	17%
	asian-lang	6%	9%	8%	8%	8%
	other lang	2%	4%	6%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	10%	16%	8%	11%
Education (among those age 25+)	hs-grad	36%	38%	43%	39%	39%
	bachelor	34%	26%	21%	31%	28%
	graduatedegree	12%	17%	14%	15%	15%
Child in Household	child-under18	35%	45%	36%	39%	39%
Pct of Pop. Age 16+	employed	65%	65%	67%	69%	67%
Household Income	income 0-25k	8%	9%	6%	7%	7%
	income 25-50k	12%	9%	15%	12%	12%
	income 50-75k	11%	9%	15%	9%	11%
	income 75-200k	44%	39%	45%	45%	43%
	income 200k-plus	25%	34%	19%	28%	26%
Housing Stats	single family	82%	90%	79%	89%	85%
	multi-family	18%	10%	21%	11%	15%
	rented	28%	17%	36%	25%	27%
	owned	72%	83%	64%	75%	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 Redistricting 2021

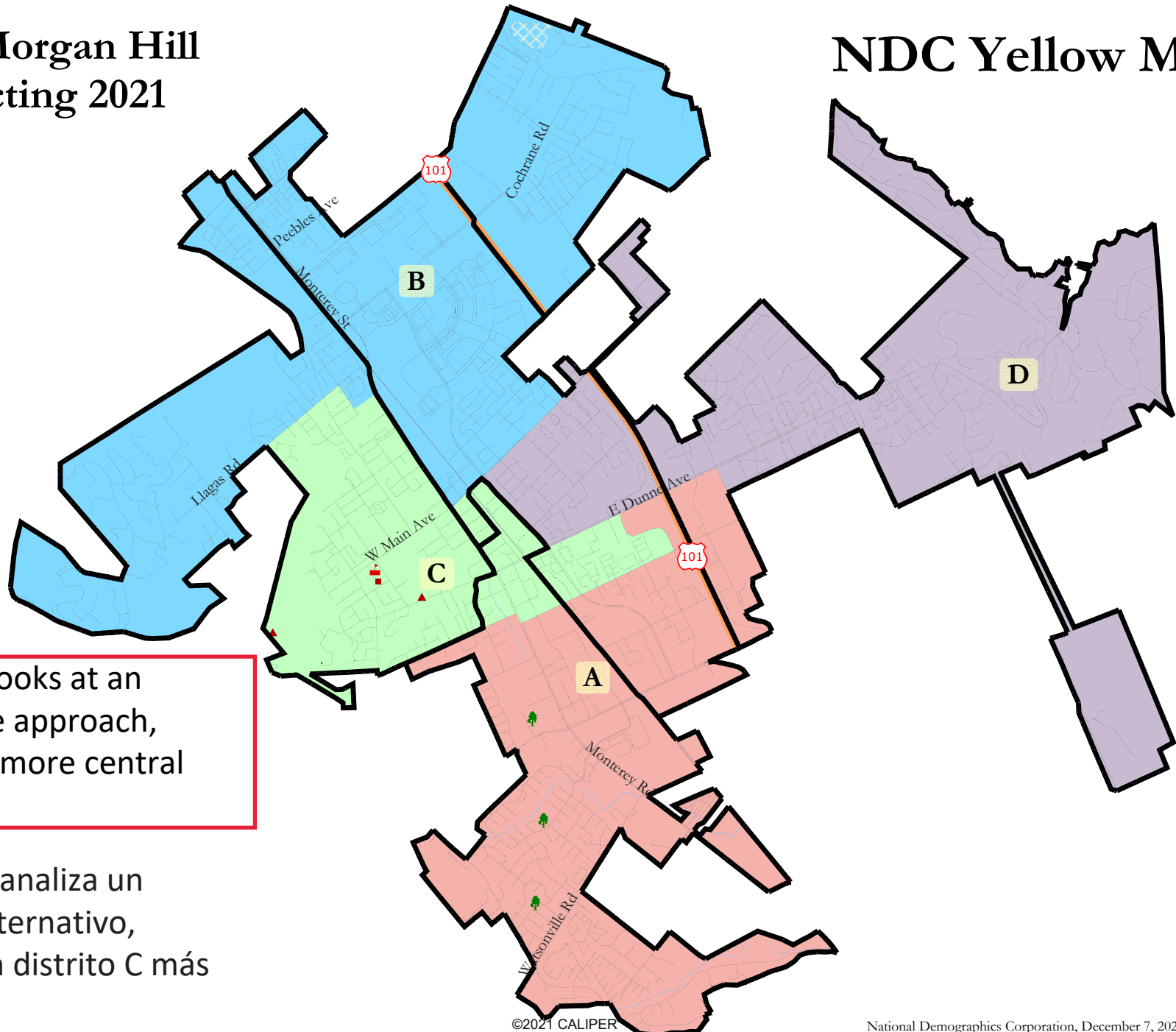
NDC Orange Map



<i>City of Morgan Hill - NDC Orange Map</i>						
District		A	B	C	D	Total
2020	2020 Census (Raw)	11,340	11,219	11,444	11,563	45,566
	Deviation from ideal	-52	-173	53	172	344
	% Deviation	-0.45%	-1.51%	0.46%	1.51%	3.02%
2020 Total Pop	% Hisp	38%	29%	38%	27%	33%
	% NH White	44%	42%	40%	49%	44%
	% NH Black	3%	3%	2%	3%	3%
	% Asian-American	11%	22%	16%	17%	17%
	Total	7,177	6,915	7,139	8,675	29,905
Citizen Voting Age Pop	% Hisp	25%	26%	27%	20%	24%
	% NH White	57%	52%	55%	60%	56%
	% NH Black	4%	2%	2%	2%	2%
	% Asian/Pac.Isl.	13%	18%	16%	16%	16%
	Total	6,729	7,018	6,705	7,667	28,119
Voter Registration (Nov 2020)	% Latino est.	25%	23%	27%	21%	24%
	% Spanish-Surnamed	23%	21%	24%	19%	22%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	66%	61%	62%	67%	64%
	% NH Black	3%	2%	2%	2%	2%
	Total	4,104	3,918	3,953	5,044	17,019
Voter Turnout (Nov 2018)	% Latino est.	19%	19%	22%	18%	20%
	% Spanish-Surnamed	18%	18%	21%	17%	18%
	% Asian-Surnamed	4%	9%	7%	7%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	73%	67%	68%	72%	70%
	% NH Black	3%	2%	1%	2%	2%
	Total	5,712	6,066	5,630	6,710	24,118
Voter Turnout (Nov 2020)	% Latino est.	23%	22%	25%	20%	22%
	% Spanish-Surnamed	21%	20%	23%	18%	21%
	% Asian-Surnamed	5%	12%	9%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	68%	62%	64%	68%	66%
	% NH Black est.	3%	2%	2%	2%	2%
	Total	10,617	10,364	11,248	12,290	44,520
ACS Pop. Est.	Total	10,617	10,364	11,248	12,290	44,520
Age	age0-19	29%	29%	27%	27%	28%
	age20-60	50%	53%	53%	53%	52%
	age60plus	21%	18%	20%	21%	20%
Immigration	immigrants	17%	18%	21%	17%	18%
	naturalized	53%	63%	52%	71%	59%
Language spoken at home	english	72%	69%	66%	74%	70%
	spanish	20%	17%	20%	12%	17%
	asian-lang	6%	9%	9%	8%	8%
	other lang	2%	5%	5%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	9%	9%	16%	8%	11%
Education (among those age 25+)	hs-grad	37%	38%	42%	39%	39%
	bachelor	33%	27%	22%	31%	28%
	graduatedegree	12%	17%	14%	15%	15%
Child in Household	child-under18	35%	45%	36%	39%	39%
Pct of Pop. Age 16+	employed	65%	64%	67%	69%	67%
Household Income	income 0-25k	8%	10%	6%	7%	7%
	income 25-50k	12%	8%	16%	11%	12%
	income 50-75k	12%	8%	14%	9%	11%
	income 75-200k	44%	40%	44%	45%	43%
	income 200k-plus	24%	35%	19%	28%	26%
Housing Stats	single family	79%	91%	80%	89%	85%
	multi-family	21%	9%	20%	11%	15%
	rented	32%	14%	35%	24%	27%
	owned	68%	86%	65%	76%	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 Redistricting 2021

NDC Yellow Map



This map looks at an alternative approach, creating a more central district C

Este mapa analiza un enfoque alternativo, creando un distrito C más central

©2021 CALIPER

National Demographics Corporation, December 7, 2021

City of Morgan Hill - NDC Yellow Map						
District		A	B	C	D	Total
2020	2020 Census (Raw)	11,277	11,254	11,292	11,743	45,566
	Deviation from ideal	-115	-138	-100	352	489
	% Deviation	-1.01%	-1.21%	-0.87%	3.09%	4.29%
2020 Total Pop	% Hisp	35%	27%	46%	25%	33%
	% NH White	45%	43%	35%	53%	44%
	% NH Black	3%	2%	3%	3%	3%
	% Asian-American	13%	25%	13%	15%	17%
	Total	7,136	7,183	6,967	8,619	29,905
Citizen Voting Age Pop	% Hisp	21%	24%	32%	21%	24%
	% NH White	59%	50%	50%	63%	56%
	% NH Black	3%	2%	3%	2%	2%
	% Asian/Pac.Isl.	16%	23%	13%	12%	16%
	Total	6,962	7,217	5,830	8,110	28,119
Voter Registration (Nov 2020)	% Latino est.	23%	21%	32%	20%	24%
	% Spanish-Surnamed	22%	20%	30%	19%	22%
	% Asian-Surnamed	6%	14%	7%	8%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	67%	61%	58%	70%	64%
	% NH Black	3%	2%	3%	2%	2%
	Total	4,262	4,105	3,270	5,382	17,019
Voter Turnout (Nov 2018)	% Latino est.	18%	17%	27%	18%	20%
	% Spanish-Surnamed	17%	16%	25%	16%	18%
	% Asian-Surnamed	5%	11%	6%	6%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	73%	67%	64%	74%	70%
	% NH Black	3%	2%	2%	1%	2%
	Total	5,953	6,199	4,814	7,152	24,118
Voter Turnout (Nov 2020)	% Latino est.	22%	20%	30%	19%	22%
	% Spanish-Surnamed	20%	19%	28%	18%	21%
	% Asian-Surnamed	6%	14%	7%	8%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	68%	62%	59%	71%	66%
	% NH Black est.	3%	2%	3%	2%	2%
	Total	10,350	10,543	11,535	12,091	44,520
ACS Pop. Est.	Total	10,350	10,543	11,535	12,091	44,520
Age	age0-19	29%	28%	28%	26%	28%
	age20-60	50%	52%	54%	53%	52%
	age60plus	21%	20%	18%	21%	20%
Immigration	immigrants	17%	21%	22%	15%	18%
	naturalized	59%	67%	49%	64%	59%
Language spoken at home	english	73%	64%	64%	79%	70%
	spanish	18%	17%	24%	10%	17%
	asian-lang	7%	13%	7%	6%	8%
	other lang	2%	6%	5%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	14%	15%	5%	11%
Education (among those age 25+)	hs-grad	36%	37%	45%	38%	39%
	bachelor	35%	26%	21%	30%	28%
	graduatedegree	12%	18%	12%	17%	15%
Child in Household	child-under18	36%	43%	37%	38%	39%
Pct of Pop. Age 16+	employed	65%	63%	70%	68%	67%
Household Income	income 0-25k	8%	5%	9%	7%	7%
	income 25-50k	13%	10%	19%	6%	12%
	income 50-75k	11%	10%	16%	7%	11%
	income 75-200k	43%	38%	42%	49%	43%
	income 200k-plus	25%	37%	14%	32%	26%
Housing Stats	single family	83%	91%	70%	96%	85%
	multi-family	17%	9%	30%	4%	15%
	rented	29%	15%	47%	14%	27%
	owned	71%	85%	53%	86%	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.						

MEMORANDUM

VIA EMAIL

TO: Don Larkin, City Attorney

FROM: Tom Willis

DATE: January 10, 2022

RE: Contiguity as Applied to the City's Redistricting Process

SUMMARY

The City is in the midst of redistricting its city council districts to conform to the 2020 census and comply with the recently-enacted State FAIR MAPS Act. The City has released several draft maps including three by its demographer NDC.

Each of NDC's draft maps splits current District B in order to bring portions of neighboring District D that currently are not contiguous into contiguous districts. Current District B runs through the entire center of the City and is generally bounded by Highway 101 to the North and Monterey and Butterfield Streets to the South. The current architecture puts all of the portions of the City to the north of Highway 101 into one district, District D, even though those portions are not geographically connected; in redistricting terms those portions are not contiguous.

District D consists of four non-contiguous areas: (1) in the south, an area containing Nordstrom and the Jackson Meadows, Jackson Oaks, and Holiday Lake Estates neighborhoods (the South Area); (2) an island containing Live Oak High School; (3) in the north an area containing Mission Ranch and Coyote Creek Estates neighborhoods (the North Area); and (4) an island containing the Math Institute Golf Course. The NDC plans would connect the North and South Areas to the rest of the City in districts that are contiguous. Since the Live Oak School and Golf Course are on islands not connected to any other City land, they cannot be drawn in contiguous districts but in the draft maps have been included in the council districts closest to them.

On December 15, 2021, the City received a letter from Armando Benavides and eight other individuals opposing NDC's draft maps or any draft map that would split current District B into two or more council districts. In addition to arguing that District B is a community of interest that should be kept whole, Mr. Benavides contends that splitting

District B would violate the State FAIR MAPS Act, the California Voting Rights Act, and the federal Voting Rights Act. For the reasons set forth below, we believe those arguments are without merit. Rather, the State FAIR MAPS Act requires districts to be contiguous where possible, meaning that the North and South Areas must be included in districts that are geographically connected with other parts of the City. This will necessitate splitting current District B.

ANALYSIS

I. The State FAIR MAPS Act Requires Contiguous Districts in Morgan Hill

In his letter, Mr. Benavides does not really dispute that current District D is not contiguous, that it's possible to include the North and South Areas of District D in contiguous districts, or that in order to do that current District B must be split.

Instead, he contends that contiguity is only one of four traditional redistricting criteria that the City must consider when drawing districts and that the other three criteria favor keeping Districts B and D as they are.¹ Letter at 4. But even if we assume for present purposes that Mr. Benavides is correct that the three other redistricting criteria support keeping Districts B and D unchanged, the argument still fails as a matter of law and is at odds with the plain text of the State FAIR MAPS Act.

Mr. Benavides is referring to the four redistricting criteria that a city must follow once it has ensured that a plan complies with higher ranked criteria set forth in federal and state constitutional and statutory requirements.² The State FAIR MAPS Act states as follows:

(c) The council shall adopt district boundaries using the following criteria *as set forth in the following order of priority*:

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

¹ Those other criteria are keeping neighborhoods and communities of interest whole, making districts easily understandable, and making districts compact. See Elec. Code § 21601(c)(2)-(4).

² Those include equal population, the Equal Protection Clause of the Fourteenth Amendment, and the federal Voting Rights Act. See Elec. Code § 21601(a)-(b).

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

Cal. Elec. Code § 21601 (emphasis added).

As the plain text makes clear, the criteria are to be applied in order of priority and contiguity is the first criterion. Thus, contiguity must be prioritized over all other criteria. Moreover, the requirement of contiguity is mandatory: “council districts shall be geographically contiguous.” Thus, section 21601(c) clearly requires all portions of a district to be geographically connected, and that requirement must be satisfied before a city moves on to the other criteria, such as keeping neighborhoods whole or districts compact.

Despite the clear language of Elections Code section 21601, Mr. Benavides argues that the qualifier “to the extent practicable” introduces some flexibility into the contiguity requirement. We disagree. Given the mandatory nature of the requirement, we believe the phrase “to the extent practicable” means that districts must be contiguous if it is possible to do so but the standard also realizes that in some cases it is impossible to make municipal districts contiguous because there may be islands of incorporated areas that are surrounded by other cities or unincorporated areas. That is the case with respect to two incorporated islands of the City: the golf course and Live Oak High School. It is impossible to draw those areas into a contiguous district. Thus, the standard accommodates those situations when contiguity is impossible but nonetheless requires contiguity where it is possible. That is the case for the South and North Areas of the city – it is possible to include them in contiguous districts. Therefore, Elections Code section 21601 requires them to be so drawn.

II. Splitting District B Would Not Violate the California Voting Rights Act

Mr. Benavides next contends that splitting District B could subject the City to liability under the California Voting Rights Act (CVRA). His argument is not that splitting District B by itself would violate the CVRA. Rather he seems to be arguing that the potential plaintiffs who demanded the City convert to district elections under the CVRA agreed to the City's remedial plan of keeping the mayor position at-large, instead of requiring all five council seats to be elected by district elections, in return for an agreement that the City would draw and maintain District B in its current form, namely stretching through the urban center of the City. He implies that if District B were redrawn, those potential plaintiffs could sue the City over the fact that the mayor is elected at-large instead of by-district, and that the CVRA requires all city council seats to be elected by-district.

Mr. Benavides is correct that the CVRA defines an "at large" method of election as, among other systems, "one that combines at-large elections with district-based elections." Cal. Elec. Code § 14027. That could cover an election of an at-large mayor with other council members elected from districts. The CVRA contains no apparent exception for jurisdictions that want to convert to district elections but maintain an at-large mayoral election. Thus, Mr. Benavides finds some support from the text of the CVRA when viewed in isolation.

However, notwithstanding section 14027, there is a provision in the Government Code that supports the position that a general law city can comply with the CVRA by converting to district elections for councilmembers but retaining an at-large election for mayor. Well after the CVRA was adopted in 2002, the Legislature passed legislation that encouraged jurisdictions to move to district elections by limiting their liability from a CVRA challenge if they did so. *See* Cal. Elec. Code § 10010. As part of those changes, the Legislature also passed SB 493 in 2015 that allowed general law cities to transition to district elections without first having to seek voter approval. That provision has been amended twice since then and currently states:

Notwithstanding Section 34871 or any other law, the legislative body of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivisions (a) and (c) of Section 34871, without being required to submit the ordinance to the voters for approval. An ordinance adopted pursuant to this section shall comply with the requirements and criteria of Section 21601 or 21621 of the Elections Code, as applicable, and include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001

(Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code).

Cal. Gov't Code § 34886 (emphasis added).

Government Code section 34871 states that a city's "legislative body may submit to the registered voters an ordinance providing for the election of members of the legislative body in any of the following ways: . . . (c) By districts in four, six, or eight districts, with an elective mayor pursuant to Article 5 (commencing with Section 34900)."

Given that section 34886 allows general law cities to convert to districts to comply with the CVRA but retain an at-large election for mayor "notwithstanding . . . any other law", the section appears to trump Elections Code section 14027. In addition, section 34486 was added by statute in 2015, and amended both in 2017 and 2019, all of which occurred well after the California Voting Rights Act was adopted in 2002. "It is well established that a statute enacted later in time controls over an earlier-enacted statute, and it is equally well established that a specific statute prevails over a statute that is more general." *Cross v. Superior Court*, 11 Cal. App. 5th 305, 322 (2017) (citing *State Dept. of Public Health v. Superior Court*, 60 Cal. 4th 940, 946 (2015)).

Further, at least two CVRA cases that were tried to judgment required the cities to adopt district elections but permitted the jurisdictions to maintain an at-large mayor even though the mayor was a voting member of the council. See *Yumori-Kaku v. City of Santa Clara*, 59 Cal. App. 5th 385, 408 (Dec. 30, 2020) (trial court approved district-based elections with a mayor elected at-large; the issue was not, however, addressed in the appellate opinion); see also *Juarequi v. City of Palmdale* (Los Angeles Superior Court Case No. BC483039) (same). Although those courts did not analyze the issue, apparently neither the court nor plaintiffs objected.

III. Splitting District B Would Not Violate the Federal Voting Rights Act

Finally, Mr. Benavides argues that if the City "splits District B in two parts a practice known in Section 2 parlance as 'cracking' when it disproportionately concentrates minority voters – it would run the risk of a Section 2 action in federal court." Letter at 8. Again, we believe the argument is not supported by the facts or law.

Section 2 of the Voting Rights Act provides that no "standard, practice, or procedure shall be imposed or applied . . . in a manner which results in a denial or abridgement of the right . . . to vote on account of race or color" or membership in a language minority group. 52 U.S.C. § 10301. "A violation [of Section 2] is established if, based on the totality of circumstances, it is shown that the political processes . . . are not equally open to participation

by members of a class of citizens protected by subsection (a) of this section in that its members have less opportunity than other members of the electorate to participate in the political process and to elect representatives of their choice.” *Id.*

The Supreme Court has established a number of elements that a plaintiff must prove to demonstrate that a redistricting plan violates section 2. Initially, a section 2 plaintiff must satisfy the three so-called *Gingles* preconditions. Then, only if those are met, will a court consider whether under the totality of the circumstances, the challenged practice impairs the ability of the minority voters to participate equally in the political process. Courts have, however, stated that it would be a very unusual case in which plaintiffs could establish the existence of the *Gingles* preconditions but fail to establish a violation of section 2 under the totality of the circumstances test. See *NAACP v. City of Niagara Falls*, 65 F.3d 1002, 1007 (2nd Cir 1995).

The three *Gingles* factors are the following:

1. The minority group must be sufficiently large and compact to constitute a majority in a single district;
2. The minority group must be politically cohesive; and
3. The minority group must be able to demonstrate that the majority votes sufficiently in a bloc to enable it to usually defeat the minority’s candidate of choice.

Thornburg v. Gingles, 478 U.S. 30, 50-51 (1986).

To meet the first *Gingles* factor, a minority group must establish it could constitute a majority (50%+1) of the citizen voting age population (CVAP) of a district. *Bartlett v. Strickland*, 556 U.S. 1, 186 (2009); *Romero v. City of Pomona*, 883 F.2d 1418, 1425 (9th Cir. 1989) (requiring CVAP rather than total population to show a majority district under section 2).

Mr. Benavides claims District B in its current form is or should be protected by the VRA. Thus, to state a claim under the VRA, a plaintiff would have to establish that all three *Gingles* are present with respect to District B. But on its face District B does not meet the first *Gingles* factor: no minority group constitutes a majority of CVAP. The relevant CVAP numbers for District B are: 26% Latino, 3% Black, 18% Asian, and 52% White. Moreover, not even a claim that District B should be treated as a coalition district – where more than one minority group prefer the same candidates and have similar voting patterns – would be meritorious since the White population still constitutes a majority of the CVAP.

Don Larkin, City Attorney
January 10, 2022
Page 7

For this reason, it is clear that the VRA does not require or compel the City to maintain District B in its current form.

TAW:NL
(00455769-3)

From: [Donald Larkin](#)
To: [Rich Constantine](#); [Gino Borgioli](#); [Rene Spring](#); [Yvonne Martinez Beltran](#); [John McKay](#)
Cc: [Christina Turner](#); [Michelle Bigelow](#)
Subject: Redistricting Information
Date: Friday, February 11, 2022 12:13:08 PM
Attachments: [2021 Redistricting for Community Empowerment -How To Guide.pdf](#)

Dear Mayor and Council Members,

You have received several e-mail messages from residents concerned about the advice you have received from our consultants, outside counsel, and myself about the new requirements for redistricting. The attached how-to guide published by the ACLU and Common Cause contains additional guidance about the redistricting process, including the contiguity requirement. I would encourage you to read this information prior to the workshop next week. More general information about the concepts of contiguity and communities of interest can be found here: <https://latino.ucla.edu/redistricting-criteria-and-legal-requirements/>



Redistricting Criteria and Legal Requirements | Latino Policy & Politics Initiative

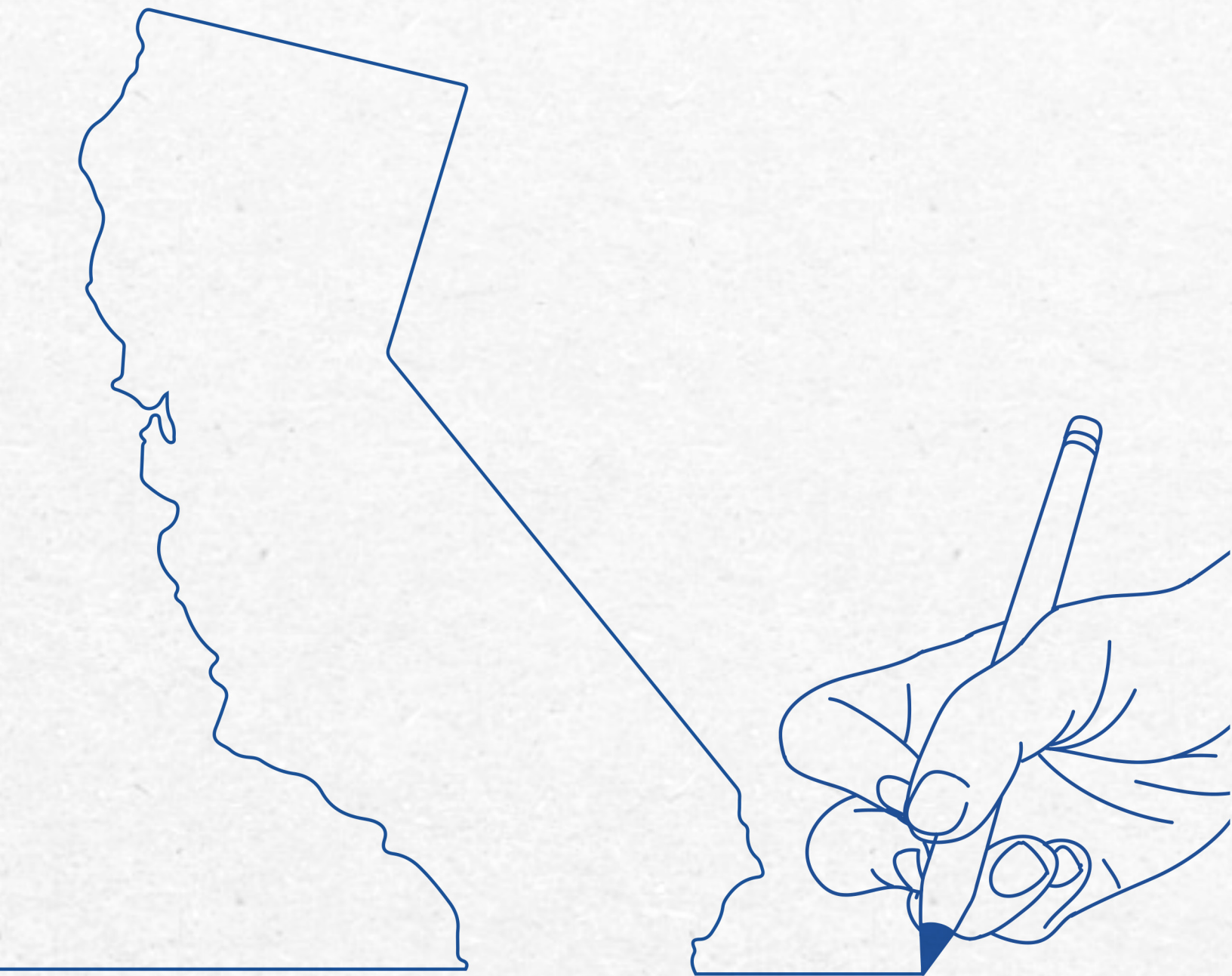
The UCLA Voting Rights Project is the flagship project of the UCLA Latino Policy & Politics Initiative aimed at creating an accessible and equitable system of voting for all Americans through impact litigation, research, and clinical education to expand access to the ballot box.

latino.ucla.edu

Best regards,
Don

Donald A. Larkin
City Attorney
City of Morgan Hill
Tel: (408) 778-3490
Email: donald.larkin@morganhill.ca.gov

This e-mail may contain confidential and/or attorney-client privileged material. If you have received this message in error, please immediately notify the sender and delete this e-mail message from your computer.



REDISTRICTING *for* **COMMUNITY EMPOWERMENT** *A Legal How-To Guide*

2021



The ACLU of Northern California and **the ACLU of Southern California** work to protect and advance civil rights and liberties, including the right to vote and the right to fair representation. We strive for a democracy that is just and equal. We seek to ensure that all communities, including people of color, people impacted by the criminal legal system, Californians with limited-English proficiency, people with disabilities, and other historically underrepresented communities have meaningful and fair access to engage in our democracy.

California Common Cause is dedicated to building a democracy that includes everyone. A state affiliate of the nonpartisan nonprofit organization Common Cause, California Common Cause works on voting rights, redistricting, government transparency, and money in politics reforms to end structural inequities in our state and local democracies and to create governments at all levels that are accountable to and reflective of California's communities.

RESEARCH/WRITING:

Kiyana Asemanfar

Program Manager, California Common Cause

Christina Fletes-Romo

Voting Rights Attorney, ACLU of Northern California

Julia A. Gomez

Staff Attorney, ACLU of Southern California

Angélica Salceda

Democracy and Civic Engagement Director, ACLU of Northern California

Jonathan Mehta Stein

Executive Director, California Common Cause

EDITORIAL ASSISTANCE:

Peter Eliasberg

First Amendment and Democracy Director, ACLU of Southern California

Jenna Pittaway

Director of Creative, ACLU of Southern California

DESIGN:

Caylin Yorba-Ruiz

Graphic Designer, ACLU of Southern California

MAPS:

Caylin Yorba-Ruiz

Graphic Designer, ACLU of Southern California

Sophie Beiers

Data Journalist, ACLU National

PUBLISHED:

April 2021

TABLE OF CONTENTS

PART I: The Rules of Redistricting	5
Traditional Redistricting Principles	6
Substantial Equality of Population	10
Requirements of the Federal Voting Rights Act of 1965	11
Empowering Historically Disenfranchised Communities	17
 PART II: The Redistricting Process	 19
Redistricting Commissions	20
Cities and Counties	21
County Boards of Education, School Districts, Community College Districts and Special Districts	27
 CLOSING	 31
APPENDIX A	32
GLOSSARY	35
ENDNOTES	40

OVERVIEW

Redistricting is the process of redrawing the district maps used by political jurisdictions to elect public officials. This process takes place every ten years following each decennial census and affects all government bodies that use district elections including the U.S. House of Representatives, state legislatures, county boards of supervisors, city councils, school boards, and special districts (e.g., water and health care districts). This year, hundreds of government bodies throughout the state will begin the process of redrawing their lines ahead of the 2022 elections.

District lines have enormous power. Decennial redistricting ensures that each district has about the same population so that each person is equally represented in government. Redistricting can also keep people with common interests, cultures, languages, and histories bundled together so they can effectively advocate for themselves and make their voices heard in local affairs. Where lines are drawn may determine who wins an election and, in turn, which communities have representation and what laws or policies are passed. These lines will have an impact for at least the next ten years, and many times inform where lines will be drawn in the decades that follow.

Unfortunately, in jurisdictions across the United States, district lines have been and continue to be drawn in a way that splits communities apart, robbing them of their voice and making it harder to elect a representative responsive to their needs. District lines have also been used to pack communities together, so they have influence in fewer districts than their size merits. To prevent these sorts of abuses and manipulations, there are federal and state laws that provide communities with protections in the redistricting process. In this Guide, we discuss those protections and give an overview of local redistricting processes to help your organization best advocate for the communities you serve.

Part I: **THE RULES OF REDISTRICTING**

There are many factors that go into redistricting. The following criteria, however, guide all line drawing:

- **Constitutional Mandate.** Districts *must* be substantially equal in population.
- **Federal Mandate.** District maps *must* comply with Section 2 of the federal Voting Rights Act (VRA).
- **Traditional Redistricting Principles.** Depending on the jurisdiction, complying with some of these principles may be required.

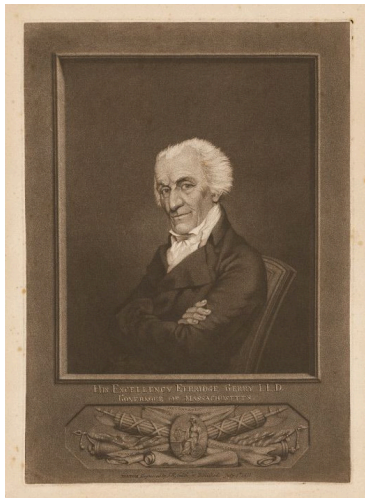
Although the constitutional and federal mandates take priority, we first discuss traditional redistricting principles because these concepts strongly inform other redistricting concepts.

Traditional Redistricting Principles

REMEMBER,

it is mandatory for most cities and counties to comply with traditional redistricting principles, and they are also prohibited from adopting district boundaries for the purpose of favoring or discriminating against a political party.⁵

GERRYMANDERING refers to the manipulation of district lines to improperly affect political power. Lines can be gerrymandered to favor certain political parties, racial groups, or incumbents. Conversely, lines can be gerrymandered to limit the opportunities of a political party, to dilute the vote of minority groups, or to draw out an incumbent from their existing district.



ELBRIDGE GERRY (NATIONAL PORTRAIT GALLERY, SMITHSONIAN INSTITUTION)

The term “gerrymander” was first used in 1812 to describe a district map signed into law by Massachusetts Governor Elbridge Gerry. The map was improperly drawn to protect partisan interests, resulting in one district that resembled a salamander.

State and federal law recognize a set of general criteria that guide redistricting, often referred to as “traditional redistricting principles.”¹ In California, state law requires that counties² and cities³ adopt districts using the following criteria in this order of priority:

1. Contiguity;
2. Maintaining neighborhoods and communities of interest;
3. Minimizing the division of a city or census designated place (for counties);
4. Following natural and artificial boundaries; and
5. Geographical compactness (only where it does not conflict with preceding criteria).⁴

These principles lie at the heart of the redistricting process and serve important democratic purposes. For example, ensuring contiguity and compactness in district maps helps avoid the practice of **gerrymandering** because it limits the opportunities line drawers have to improperly manipulate lines. Contiguity and compactness also help to bind communities together and in turn help enable effective representation.

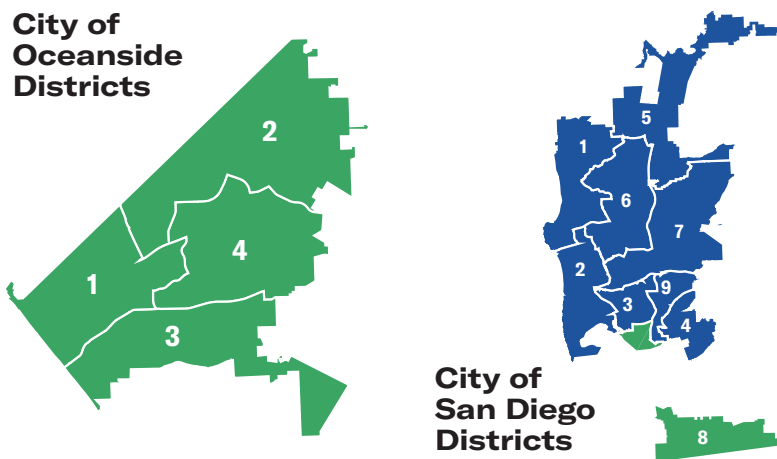
Contrary to the law for cities and counties, no state laws explicitly require county boards of education, school districts, community college districts, and special districts to follow traditional redistricting principles. However, because these criteria are meant to help line drawers draft fair and equitable maps, it is a best practice for all line drawers, whether required by statute or not, to follow traditional redistricting criteria closely.

TIP

If your jurisdiction is refusing to adhere to traditional redistricting principles, we recommend that you provide public comment stating that evidence that line drawers followed traditional redistricting principles often forms part of a jurisdiction's defense in voting rights cases.⁶

Below we highlight three redistricting principles that are key to ensuring the drawing of fair maps: contiguity, communities of interest, and compactness.

- **Contiguity.** The Supreme Court has identified contiguity as a redistricting principle.^{7,8} Contiguity is simple to ensure. A district is contiguous if its perimeter can be traced in one, unbroken line. A district consisting of two or more unconnected areas is not contiguous. Unless your jurisdiction is itself noncontiguous (e.g., the City of San Diego), all districts in your jurisdiction should be contiguous.



The City of Oceanside is **contiguous**. All four of its districts are contiguous, consistent with state law. The City of San Diego is **noncontiguous**. For this reason, District 8 had to be drawn in a noncontiguous manner.

A note about communities of interest and **RACE** and **ETHNICITY**. Race and ethnicity are one of many factors that can help define your community of interest. However, they cannot be the only factors. It is possible for a group of individuals to share race in common but have different priorities and concerns, interact infrequently, or not share similar socio-economic backgrounds. For that reason, these individuals likely would not constitute a community of interest.

Because of this, you should always use various types of factors to describe your community of interest. It can include the race and ethnicity of your community if that is a shared characteristic, but your testimony should also highlight, where relevant, shared interests, common social and civic networks, similar socio-economic factors, and shared neighborhoods and/or political boundaries.

We discuss the role of race in redistricting in more detail when we cover the federal Voting Rights Act below.

- **Communities of Interest.** The Supreme Court recognizes keeping communities of interest whole as a key part of the map-drawing process.^{9,10} A jurisdiction's communities of interest are its overlapping sets of neighborhoods, networks, and groups that share interests, priorities, views, cultures, histories, languages, and values. The following is a non-exhaustive list of elements that help define communities of interest:
 - Shared interests in issues such as schools, housing, transit, health, and environmental conditions;
 - Common social and civic networks, including churches, temples, mosques, homeowner associations, and community centers, and shared use of community spaces, like parks and shopping centers;
 - **Racial** and **ethnic** compositions, cultural identities, and language;
 - Similar socio-economic factors such as income and education levels;
 - Other shared political boundary lines, such as shared school districts; and
 - Natural and man-made features, including streets, highways, canals, hills, etc.

There is no single, simple, concrete definition of a “community of interest.” In practice, a holistic picture of the communities of interest in the jurisdiction takes shape only through extensive public testimony from community members. To make sure they get the district lines right, line drawers need to schedule as many workshops and public hearings as possible to hear that testimony.

- **Compactness.** A compact district is one where people within the district live relatively near each other.¹¹ Most courts have applied an intuitive “eyeball” test to determine if a district is compact.¹² Some courts have also looked at mathematical measures that, for example, compute the ratio of the area of the district to the area of the minimum enclosing circle for the district.¹³ Although districts that are shaped closer to a circle are technically more compact than districts with tendrils, line drawers do not need to prioritize simple geometric shapes.¹⁴ Instead, line drawers must prioritize higher ranked criteria, such as a jurisdiction’s communities of interest and compliance with the Constitution and the VRA, both of which are discussed later in this Guide.

To illustrate what is and is not acceptably compact for purposes of redistricting, attached in Appendix A are examples of districts that courts have found are or are not compact.

Substantial Equality of Population

All districts within a political jurisdiction must have “substantial equality of population” to ensure that each person is equally represented in government. For example, if a jurisdiction has five districts and a population of 50,000, the ideal district size is 10,000 people. Federal and state law require *substantial* equality of population because drawing districts of *exactly* equal populations is difficult and often at odds with the other goals of a line-drawing body. Drawing district lines that keep communities of interest intact, that reflect public testimony, and that are contiguous and reasonably compact may result in districts that have slightly different populations.

CALCULATING SUBSTANTIAL EQUALITY OF POPULATION

Total population:	50,000
Ideal district population:	10,000
(50,000 ÷ 5 districts)	

DISTRICT	POPULATION	DEVIATION
1	10,300	+3.0%
2	10,050	+0.5%
3	10,350	+3.5%
4	9,850	-1.5%
5	9,450	-5.5%

Total deviation:	9.0%
(3.5% + 5.5%)	

Note: You get a total deviation of 9% by adding the deviation of the smallest district (3.5%) with the deviation of the largest district (5.5%).

How much of a departure, or deviation, from the ideal district population size is allowed between districts? For state and local redistricting (i.e., anything other than congressional redistricting), the Supreme Court has stated that a difference between the largest and smallest district (total deviation) of up to ten percent will be assumed to be constitutional unless proven otherwise.¹⁷ Maps with total deviations above ten percent can be justified only in rare circumstances.¹⁸

Note that the appropriate measure of population when considering substantial equality of population is total population, not alternative measures like the population of voters or the citizen voting-age population (CVAP).^{19,20} This reflects the principle that a legislative body, like a city council or the governing board of a school district, represents all of a jurisdiction’s residents, not merely those who are eligible to vote.

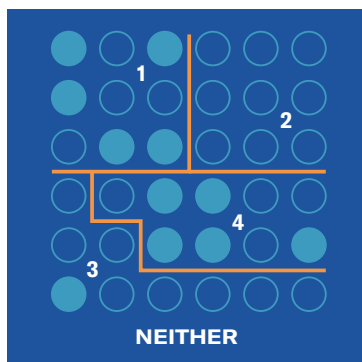
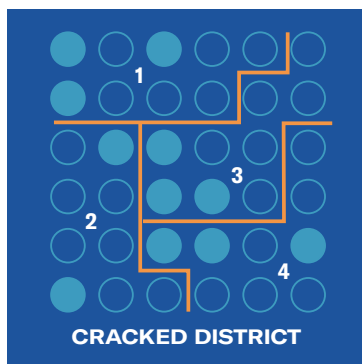
Requirements of the Federal Voting Rights Act of 1965

We use the term “**MINORITY**” in this Guide because it tracks the language used in relevant statutes and case law. We recognize that Black, Brown, Indigenous, and other communities of color have been referred to as minorities despite, in some cases, not being numerical minorities. We also recognize the term minority carries with it an incorrect connotation regarding a lack of socio-economic and political power.

The VRA stands for the idea that every voter should have a chance to cast a meaningful ballot. To achieve this goal, Section 2 of the VRA prohibits voting practices or procedures that discriminate on the basis of race, ethnicity, or language.²¹ This means, among other things, that line drawers cannot intentionally or unintentionally create maps that dilute the voting power of racial, ethnic, and language **minorities**.

Because it is impossible to ensure maps do not discriminate on the basis of race or ethnicity without looking at race or ethnicity, the Supreme Court has declared that districting may be performed “with consciousness of race.”²² At the same time, the Supreme Court does not permit racial gerrymanders—maps where race is the dominant and controlling factor that line drawers consider when they place residents within or outside a district.²³ To avoid a racially gerrymandered map, line drawers must seek to keep politically cohesive communities of interest together that share similarities in addition to their race or ethnicity.

Below we discuss the ways in which maps have been drawn to dilute the voting power of minority groups and how line drawers can avoid creating these types of maps.



% of Minority Residents

	D1	D2	D3	D4
PACKING	11%	11%	89%	11%
CRACKING	33%	22%	33%	33%
NEITHER	56%	0%	11%	56%

Majority-minority districts are highlighted in orange.

Packing and Cracking

Various redistricting techniques have historically been used, and are still used, to dilute the political power of racial, ethnic, and language minorities. The two most common techniques are “packing” and “cracking.”

Packing refers to concentrating as many individuals from a minority group as possible in as few districts as possible to limit the total number of districts in which they have influence. For example, if a community could be 55 percent of the voting age population in two different districts but are concentrated together such that they are 80 percent of just one district and 15 percent of another, “packing” has occurred. Now, instead of the minority group being able to elect a candidate of their choice in two districts, they only have enough political power to elect a candidate of their choice in one district.

Cracking refers to fragmenting concentrations of minority populations among multiple districts to ensure that they have no effective voice in any one district. For example, if a community could be 60 percent of one district but is instead split so that it is 30 percent of two different districts, “cracking” has occurred. In other words, instead of having the political power to elect a candidate of their choice in one district, the minority group has been split up in such a way so that they do not have enough political power to elect a person of their choosing in any district.

The examples to the left demonstrate three ways a line drawer could map four districts within the same jurisdiction. In this simplified hypothetical, minority voters are represented by light blue dots. The first example “packs” light blue voters into district 3. The second “cracks” them into all four districts. The third example does neither, thus avoiding minority vote dilution. To prevent packing, cracking, and other discrimination in our elections systems,

the VRA prohibits district maps that unlawfully dilute the voting power of any racial, ethnic, or language minority group.²⁴ Map drawers do not need to intend to discriminate against minority voters for a map to be found in violation of Section 2 of the VRA. It is enough that a map results in minority vote dilution for it to be found unlawful.

Drawing a District Map that Complies with the VRA

The VRA aims to ensure that the vote of minority groups is not diluted as a result of the manner in which district lines are drawn. To avoid this form of vote dilution (and violating Section 2 of the VRA), line drawers must create district maps with one or more “majority-minority” districts, or districts where a politically cohesive minority group has an effective opportunity to elect candidates of choice, when:

- the minority group is large enough to constitute the majority of the voting population in a geographically compact district;
- the minority group is politically cohesive, and the majority group votes as a bloc to usually defeat the minority group’s preferred candidates; and,
- looking at the totality of the circumstances, the minority group has less of an opportunity to participate in the electoral process and elect candidates of their choice than the majority group.²⁵

To determine whether the VRA requires one or more majority-minority districts in your jurisdiction, line drawers should ask themselves the following questions during the redistricting process:

TIP

You can speak to this question by providing examples of the issues over which the minority group has coalesced. For example, if the minority group recently organized to oppose an anti-immigrant ordinance or to support a particular candidate, you can highlight this as evidence that the minority group is politically cohesive.

- **Is the jurisdiction home to a politically cohesive minority group?**

Here, line drawers must determine whether the minority group shares a preference for certain candidates or ballot measures. Line drawers should look to indicators such as past election results and public testimony to assess whether a minority group is politically cohesive.

TIP

Line drawers should look to public testimony and conduct what is known as “racially polarized voting analysis” to answer this question. A racially polarized voting analysis looks at past election results and, using various statistical methods, determines whether the results show that the minority group votes cohesively and that the majority group also votes cohesively to usually defeat the minority group’s preferred candidates.

- **Has the minority group had difficulty electing candidates of choice because the majority group votes opposite to the minority group’s preferences?**

If the majority group is consistently voting contrary to the minority group, it may be difficult, if not impossible, for the minority group to successfully vote their preferences depending on how the lines are drawn.

Think back to “cracking.” If a cohesive minority group makes up 60 percent of a district, they have an opportunity to successfully vote their preferences in such a district. But if the group is split up between two districts, such that they only make up 30 percent of each district, they will never be able to successfully vote their preferences if the majority group that makes up 70 percent of each district consistently votes opposite of the minority group’s preferences.

- **Is the minority group large enough to constitute a majority in a geographically compact voting district?**

Section 2 of the VRA protects only the ability of a minority group to elect candidates of their choice, not the ability to influence the outcome of an election.²⁶ The Supreme Court has held that, to show that a minority group can elect a candidate of choice, they must constitute more than 50 percent of a hypothetical voting district. This is a bright-line rule to help assess whether the VRA mandates majority-minority districts in your jurisdiction. In practice, there are instances where a politically cohesive group can elect a candidate of choice even if they constitute less than 50 percent of a voting district (see crossover voting and minority coalition voting, discussed below), and instances where they cannot elect a candidate of choice even if they constitute more than 50 percent of a voting district (e.g., because of low voter registration rates or voter suppression tactics). Notwithstanding this reality, the VRA’s Section 2 requirements kick-in only if this 50 percent threshold is met in a hypothetical district.

**SENATE FACTORS
INCLUDE, BUT ARE NOT
LIMITED TO THE:**

1. History of official voting-related discrimination;
2. Existence of racially polarized voting;
3. Extent to which the jurisdiction has used voting practices or procedures that tend to enhance the opportunity for discrimination against the minority group;
4. Exclusion of members of the minority group from candidate slating processes;
5. Extent to which minority group members bear the effects of discrimination in areas such as education, employment, and health;
6. Use of overt or subtle racial appeals in political campaigns; and
7. Extent to which members of the minority group have been elected to public office in the jurisdiction.

TIP

You can speak to the Senate Factors by presenting testimony about historical, structural, and overt racism in your jurisdiction. If your jurisdiction previously had an at-large system of voting, for example, you could highlight this as part of your testimony because such systems tend to enhance the opportunity for discrimination against minority groups.²⁹ You can also point to socio-economic data and real-life experiences to show that the minority group continues to bear the effects of past discrimination.

In making this numerical assessment, line drawers must look at citizen voting age population numbers. We discuss this measure of population in the next section.

- **Does the minority group have less of an opportunity to participate in the electoral process and elect candidates of their choice?**

Line drawers must use answers to the questions listed above plus a non-exhaustive list of factors, known as the “Senate Factors,” to determine whether, given the “totality of the circumstances,” the minority group has less of an opportunity than other voters to participate in the electoral process and to elect representatives of their choice.²⁷ The Senate Factors include questions such as whether the minority group has faced discrimination in voting or other areas and whether the group continues to bear the effects of that discrimination.²⁸

If the responses to the questions above are “yes,” line drawers **must** create one or several districts where the minority community has a real or effective opportunity to elect candidates of their choice. Depending on the community, a real or effective opportunity may mean a district where the minority group is well above 50 percent of the district, to account for issues such as voter disenfranchisement or low voter registration rates, or slightly under 50 percent, if there are enough coalition or crossover votes to allow the minority group to elect candidates of choice.

The Population Measure Used for Drawing a Majority-minority District

As discussed above, different measures of population exist. When considering the substantial equality of population requirement mandated by the Constitution, the total population of each district is used. However, the population measure that is used to determine whether a racial, ethnic, or language minority can be the majority of a voting district is not the total population. Instead, the measure used is the “citizen voting age population,” or “CVAP,” meaning the population of the district’s residents who are United States citizens and 18 years of age or older.³⁰ This is because Section 2 of the VRA specifically seeks to prevent discrimination against voters, while the Constitution seeks to ensure equal representation of all persons within a jurisdiction. Essentially, CVAP is meant to represent registered voters plus eligible, but unregistered individuals.

The demographer hired by your jurisdiction should be able to provide extensive data on the citizen voting age population in the jurisdiction to analyze the types of districts that can be drawn and to ensure compliance with Section 2 of the VRA.

Empowering Historically Disenfranchised Communities

A jurisdiction can use various kinds of districts to empower historically disenfranchised communities. The appropriate districts for any particular jurisdiction depend on the size of the communities in that jurisdiction, how spread out or compact they are, how politically cohesive they are, and the testimony from community members indicating their common interests and desires for their particular districts. There are four types of districts that help ensure that racial, ethnic, and language minorities are afforded an equal opportunity to participate in the jurisdiction's elections:

- **Majority-minority district.** Discussed above, a majority-minority district is a district where, among other things, “a minority group composes a numerical, *working* majority” of the district.³¹ A key element of these districts is that the minority group is large enough to have a real or effective opportunity to elect candidates of choice.
- **Crossover district.** A district is known as a “crossover district” when a politically cohesive racial, ethnic, or language minority is not large enough to compose the majority of a district but is large enough that when the minority's votes are combined with those of similarly minded voters from the majority, the preferred candidates of the minority have an opportunity to win. The Supreme Court has held that the VRA does not mandate the creation of crossover districts but that jurisdictions “that wish to draw crossover districts are free to do so.”³²
- **Minority coalition district.** A district where two or more politically cohesive racial, ethnic, or language minority groups are combined to form a district where they have an effective opportunity to elect candidates of their choice.

Although the Supreme Court has not addressed whether the VRA requires the creation of coalition districts, a majority of federal circuit courts that have considered the question have held that coalition districts must be created when two or more minority groups are large enough to together form 50 percent of a geographically compact district, are politically cohesive, have experienced difficulty electing candidates of their choice, and have experienced discrimination historically.³³ Importantly, the Ninth Circuit has implicitly recognized that coalition districts are protected under the VRA,³⁴ and the California Supreme Court has written approvingly of coalition districts.³⁵

- **Influence district.** A district where a politically cohesive racial, ethnic, or language minority is not large enough to compose the majority of a district but is still substantial enough in size to influence election outcomes in that district. While the Supreme Court has made clear that the VRA does not require influence districts,³⁶ just as with crossover districts, nothing prevents line drawers from creating influence districts if they so choose. The California Supreme Court has written approvingly of influence districts.³⁷

Part II: **THE REDISTRICTING PROCESS**

California law provides a number of general requirements for the redistricting processes of most counties, cities, county boards of education, school districts, community college districts, and special districts and provides specific requirements for Los Angeles County³⁸ and San Diego County.³⁹ Below we discuss general redistricting process requirements for counties, cities, county boards of education, school districts, community college districts, and special districts. Note, however, that your jurisdiction may have its own, local requirements.

Starting in the spring of 2021, your organization should research jurisdiction-specific processes and raise questions about redistricting during public meetings.

Redistricting Commissions

3 TYPES OF REDISTRICTING COMMISSIONS:

- **ADVISORY REDISTRICTING COMMISSIONS** only have the power to recommend maps to the legislative body.⁴²
- **HYBRID REDISTRICTING COMMISSIONS** recommend two or more maps to the legislative body and the legislative body chooses among those maps.⁴³
- **INDEPENDENT REDISTRICTING COMMISSIONS** have the power to adopt maps without any input from the legislative body.⁴⁴

HYBRID and INDEPENDENT REDISTRICTING COMMISSIONS assume all hearing and posting responsibilities that would otherwise fall on the legislative body and are subject to the Ralph M. Brown Act (California's open meetings law for local jurisdictions), the Public Records Act, and the same redistricting requirements that apply to legislative bodies.⁴⁵

ADVISORY REDISTRICTING COMMISSIONS are subject to the Brown Act.⁴⁶

Legislative bodies (e.g., county boards of supervisors, city councils, and governing boards of school districts) have historically drawn the lines during decennial redistricting, and this remains the practice today in a majority of jurisdictions. State law, however, authorizes counties, general law cities, school districts, community college districts, and special districts to create redistricting commissions.⁴⁰ Charter cities have independent home rule authority to create redistricting commissions and are not bound by state law requirements for commissions.⁴¹

State law imposes restrictions on who can serve on advisory, hybrid, and independent redistricting commissions and on the appointment process for hybrid and independent commissions.⁴⁷

Redistricting commissions can improve public participation and help depoliticize the redistricting process. As a result, they often increase public trust in the redistricting process and the resulting district map. Commissions, particularly independent commissions, are a recommended best practice by good government organizations. If you would like your jurisdiction to set up an advisory or independent redistricting commission, your organization should push for that during and outside of public meetings in the spring of 2021 to ensure that the seated commission has sufficient time to plan a redistricting process. For a list of jurisdictions that have created independent commissions, best practices compilations, and an ordinance generator, visit www.localredistricting.org.

Cities and Counties

LOS ANGELES COUNTY and **SAN DIEGO COUNTY** have their own rules for their redistricting processes. You can learn more about San Diego County's redistricting process by visiting its [commission's website](#) or reviewing sections 21550 to 21553 of the California Elections Code. You can learn more about Los Angeles County's redistricting process by visiting its [commission's website](#) or reviewing sections 21530 to 21535 of the California Elections Code.

In 2019 and 2020, California Common Cause cosponsored AB 849 (Bonta) and AB 1276 (Bonta), respectively, to put in place new requirements for city and county redistricting that maximize public participation, increase transparency, and protect communities in the line-drawing process. These laws apply to all counties (other than **Los Angeles** and **San Diego Counties**, which have their own rules in state law), general law cities, and charter cities.⁴⁸ To ensure fair representation and full compliance with these new state laws, line drawers must conduct a robust public engagement process that offers maximum accessibility for California's language minority populations, people with disabilities, other historically underrepresented communities, and the public at large.

Map Adoption Deadlines

Currently, the deadline for counties and cities to adopt maps is December 15, 2021 if they have June 7, 2022 primaries, and April 17, 2022 if their next regular election is during the November 2022 general.⁴⁹ However, because the Census Bureau will not release redistricting data until late summer or early fall 2021, these map adoption and other redistricting deadlines may change to ensure there is sufficient time for public participation in the redistricting process. To keep up with any potential changes, you can go to California Common Cause's webpage on [resources](#).

Step One: Redistricting Webpage

Cities and counties are required to create a webpage dedicated to local redistricting.⁵⁰ The webpage must include, in all legally required languages, an explanation of the redistricting process and the process for giving public comment.⁵¹ The Secretary of State (SoS) provided [templates](#) in 10 languages to help local jurisdictions meet this requirement, although cities and counties can also create their own materials. The webpage must also include, or link to, the following:

- Procedures for the public to testify during a public hearing or to submit written testimony directly to the line drawers, in English and all legally required languages;
- a calendar of all public hearing and workshop dates;
- the notice and agenda for each public hearing and workshop;
- a recording or written summary of each redistricting hearing and workshop;
- each draft map considered by the line drawers; and
- the final map that is adopted.⁵²

Step Two: Public Engagement

Outreach and Education

The line drawers in your jurisdiction must engage in a thorough public outreach process. State law requires cities and counties to encourage residents, including those in underrepresented communities and non-English speaking communities, to participate in the redistricting process.⁵³ To do this, local governments must do public outreach about redistricting to local media organizations and to good government, civil rights, civic engagement, and community groups or organizations that are active in the jurisdiction, including those serving limited-English-proficient communities, the disability community, and other historically underrepresented communities.⁵⁴

TIP

There are many ways in which your organization can help with public outreach and education. For example, you can offer to present to the line drawers about recommendations for the best ways to engage your community or provide the line drawers with a list of community organizations they should engage and educate. You can also encourage the line drawers to identify a staff member for the public to contact should they experience technical problems, have questions about the redistricting process, or have meeting accommodation requests. Finally, you can encourage your jurisdiction to partner with line drawers for other jurisdictions in the region to educate and notify residents of opportunities to engage in redistricting. This will maximize city and county resources, streamline information, and minimize confusion for residents.

State law also requires jurisdictions to create an interested persons sign-up on the jurisdiction's webpage.⁵⁵ Ideally, this outreach should occur well before redistricting hearings begin.

Cities and counties with substantial limited-English-proficient populations must also translate certain redistricting materials and provide live interpretation at redistricting hearings upon a timely request.⁵⁶ The applicable languages for counties are the same languages already required under Section 203 of the VRA. When available, the SoS will identify and post the applicable languages for each city [here](#). You should request that your county also translate materials and offer live interpretation in the languages identified by the SoS for cities because it may be a more expansive list.

Public Testimony

Jurisdictions must accept redistricting testimony or draft maps in writing and electronically.⁵⁷ To maximize transparency, jurisdictions should consider posting all submitted testimony on their dedicated webpage and, when received in advance of a redistricting hearing, public testimony and proposed maps should be included in the agenda packet for that hearing.

Further, and consistent with the Brown Act, jurisdictions must allow members of the public to provide live comment during redistricting hearings and workshops.⁵⁸ Jurisdictions must record or prepare a written summary of line drawer deliberations and public comment.⁵⁹ Note that if your jurisdiction limits the amount of time for public comment the Brown Act requires that limited-English-proficient speakers using consecutive, as opposed to simultaneous, interpretation be allotted at least twice that time.⁶⁰ For example, if your jurisdiction limits public comment to two minutes, non-English speakers have four minutes to provide comment if the interpretation is consecutive.

TIP

Written and live testimony is your community's opportunity to inform line drawers about communities of interest in your region and to advocate for the way in which lines should be drawn. If your community shares neighborhoods, interests, history, language, and/or values, this is your chance to define your community to the line drawers to ensure that it is kept intact over one or several districts, depending on the size of your community.

Visit [commoncause.org/localredistricting2021](https://www.commoncause.org/localredistricting2021) for a template on how to give community of interest testimony, along with a wide range of other resources and tools. You can also refer to the section on communities of interest in Part I for ideas on how to best describe your community of interest. If your community is politically cohesive and has faced historical discrimination on account of race, ethnicity, or language, this is also an opportunity to share testimony to make the case for the creation of a majority-minority, crossover, coalition, or influence district.

TIP

You should encourage your local jurisdiction to strive to offer far more than these four hearings, advertise them widely, and to make these hearings as accessible as possible.

This is also an opportunity for your community to begin defining the physical boundaries of the community. This can be done through submitting draft maps, draft districts, or draft community of interest maps (tracing the boundaries of your community of interest on a map). Below we discuss ways in which your jurisdiction can make the process of submitting maps more accessible to the public.

Step Three: Public Hearings

Number of Public Hearings and Workshops

Before adopting a final map, line drawers must hold at least four public hearings to receive input on where lines should be drawn.⁶¹ This includes at least one hearing before, and at least two hearings after, drawing their first draft map.⁶² The fourth required hearing and additional hearings can be held either before or after the draft map has been drawn.⁶³

To improve accessibility for people with traditional working hours, at least one hearing must be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday.⁶⁴ Ideally, all meetings should be held on days and at times that allow working people to attend. Cities and counties may hold stand-alone hearings on redistricting or include these hearings as part of a regular meeting. If a redistricting hearing is a part of a regular meeting,⁶⁵ the hearing must begin at a fixed time, which must be publicly noticed.⁶⁶

Notice of Hearings and Workshops

The date, time, and location of a hearing or workshop must be published online at least five days in advance.⁶⁷ This requirement is reduced to three days in the last 27 days before a jurisdiction's redistricting deadline.⁶⁸ You can encourage your jurisdiction to provide as much advance notice as possible for all hearings, including by publishing agendas, materials, and draft maps.

TIP

You should encourage your jurisdiction to coordinate with other jurisdictions in your region about redistricting-related hearing and workshop dates to minimize conflicts. Your jurisdiction should also avoid scheduling hearings that conflict with California Citizens Redistricting Commission [hearings](#) in the region.

The California Citizens Redistricting Commission, for example, provides notice, agendas, and materials 14 days in advance for all meetings. Remember that jurisdictions must maintain and update a calendar of hearing and workshop dates on the redistricting webpage.⁶⁹

Accessibility

Jurisdictions must ensure that all hearing locations are accessible to persons with disabilities.⁷⁰ You can encourage greater accessibility by flagging to your jurisdiction that in-person and remote hearings should include American Sign Language (ASL) interpretation and closed captioning for individuals who are Deaf or hard of hearing.

You can also encourage your jurisdiction to hold hearings in different geographic areas to improve accessibility for all communities. Hearing locations should be well-known venues in the community and should be accessible via public transit. Finally, you can encourage your jurisdiction to make all public hearings, including in-person hearings, available remotely using a video platform such as Zoom and YouTube. In this way, members of the public with certain health concerns, or who otherwise cannot attend in person, can still observe and participate in the redistricting process.

TIP

To promote an inclusive process, you can encourage your jurisdiction to provide live interpretation and translation in all required languages regardless of whether a request was made in advance. You can also encourage your jurisdiction to keep a list of interpreters.

Cities and counties must provide live translation of a redistricting hearing in any required language if a request is made by a member of the public at least 72 hours (or three days) in advance.⁷¹ If less than five days of notice is provided for a hearing because a jurisdiction is close to its redistricting deadline, requests for translation only need to be made at least 48 hours (or two days) in advance.⁷²

The California Statewide Database is responsible for creating a state-adjusted dataset used for state and local redistricting. **STATE-ADJUSTED DATA** is census data that has been merged with state election data and that has been adjusted to count persons incarcerated in state prisons in their home communities, rather than the correctional facilities where they are detained.

TIP

To make the process more accessible, you should encourage your jurisdiction to provide a mapping tool to the public and identify a contact person for questions and assistance. Redistricting consultants and line drawers can provide mapping tools, and there are publicly available tools that have been developed by the California [Statewide Database](#) (creator of [Draw My CA Community](#)), MGGG Redistricting Lab at Tufts University (creator of [Districtr](#)), and the Princeton Gerrymandering Project (creator of [Representable](#)).

TIP

Early in the redistricting process, ask your city and/or county to commit to providing more than seven days for residents to evaluate draft maps and provide feedback before adopting the final maps.

Step Four: Mapping

Cities and counties may not release draft maps until at least 21 days after the release of **state-adjusted census data**.⁷³ This waiting period applies to cities and counties and does not preclude community groups or members of the public from proposing maps during this period. In fact, this requirement was created to give the public sufficient time, before any draft maps are released, to digest the new data, understand what it means for their communities, and provide input to line drawers. In addition, it ensures that cities and counties take the time needed to assess VRA compliance and draw maps based on the official census data. If state-adjusted census data is released less than 90 days before a city or county's redistricting deadline, the waiting period may be reduced to seven days; if the state-adjusted census data is released less than 60 days before the deadline, the waiting period may be eliminated.⁷⁴

Draft maps must include the total population, citizen voting age population, and racial and ethnic characteristics of the citizen voting age population of each district, to the extent that information is available.⁷⁵ Most demographers will have access to this information and should be asked to include it with every draft map they produce.

Once maps are available, they must be posted online for at least seven days before a final map is selected.⁷⁶ This requirement is reduced to three days in the last 27 days before a jurisdiction's redistricting deadline.⁷⁷ Cities and counties, however, should strive to give more than seven days to the community to evaluate draft maps and provide feedback, and should post draft maps considered at any public hearing or workshop well ahead of the hearing. Community members need a meaningful opportunity to digest draft maps, to identify recommendations, and to possibly develop alternative maps.

County Boards of Education, School Districts, Community College Districts, and Special Districts

County boards of education, school districts, community college districts, and special districts are governed by some general state redistricting requirements. Unlike cities and counties, however, state law does not provide detailed guidance on redistricting processes for these types of jurisdictions. Below we provide an overview of these general requirements and requirements under the Brown Act. As with cities and counties, county boards of education, school districts, community college districts, and special districts in your region may have their own, local requirements. Be sure to research jurisdiction-specific processes and to learn more and raise questions about these processes during public meetings.

County Committees on School District Organization

Each county that is not also a city must have a county committee on school district organization (county committee).⁷⁸ County committees are either appointed, locally elected, or made up of the county board of education.⁷⁹ Relevant here, county committees have some redistricting duties.

County Boards of Education

There are a handful of statutory requirements that govern the redistricting processes of county boards of education where board members are elected through voting districts, known as trustee areas.

The county committee must redraw the lines of county board of education trustee areas following each decennial census.⁸¹ Like with city and county redistricting, trustee areas must be “as nearly equal in population as possible,”⁸² and the trustee map must comply with the VRA.⁸³ The county committee may also consider the following factors in redrawing trustee area lines: topography; geography; cohesiveness, contiguity, integrity, and compactness of territory; and communities of interest.⁸⁴ Remember that even where a jurisdiction is not explicitly required to follow traditional redistricting criteria, failure to follow these criteria may result in maps that are not representative of

What are **COUNTY BOARDS OF EDUCATION**?

County offices of education are usually governed by a county board of education. Depending on your county, county boards of education may, among other things, establish and oversee county charter schools, hold public hearings and adopt Local Control Accountability Plans (LCAPs), serve as an appellate body for student expulsions and interdistrict transfers, educate specific student populations, and oversee programs and services for special education, juvenile court schools, and charter schools.⁸⁰

communities served by the board of education and may serve as evidence of constitutional and/or VRA violations should the district map be challenged in court.

The county committee must comply with the Brown Act: it must hold at least one public hearing before adopting a map and it must publish an agenda at least three days before the hearing.⁸⁵ These are baseline requirements, however. To ensure that there is robust public participation, the county committee should strive to hold much more than one public hearing on redistricting. For example, most cities and counties will hold at least four public hearings on redistricting and the Los Angeles Redistricting Commission will hold at least nine public hearings.⁸⁶

The county committee must file new trustee maps with the county board of supervisors no later than March 1, 2022.⁸⁷ This means that to be safe, redistricting processes must be completed by February 28, 2022. Note that if your jurisdiction has a primary or special election in 2022, the map adoption deadline might be earlier to account for the pre-election calendar. Check with your governing board to confirm.

School Districts and Community College Districts

The governing board of each school district or community college district⁸⁸ must redraw trustee area lines following each decennial census.^{89,90} Boards also have the option to create a redistricting commission to lead the redistricting process.⁹¹

In addition to the benefits of redistricting commissions outlined above, encouraging your school or community college district to establish a hybrid or independent redistricting commission will also impose a number of requirements on the commission that are not required of governing boards when they are in charge of drawing the lines.⁹² In particular, hybrid and independent commissions must publish draft maps and make the maps available for at least seven days before a final map is adopted and must hold at least four redistricting public hearings.⁹³ Governing

boards, on the other hand, are only required to comply with the Brown Act: they must hold at least one public hearing before adopting a map and they must publish an agenda at least three days before the hearing.⁹⁴

Trustee areas must be, “as nearly as may be possible,” equal in population,⁹⁵ and the trustee map must comply with the VRA.⁹⁶ State law does not provide additional guidance on traditional redistricting principles, but you should encourage your school district or community college district to follow these principles closely to ensure the line drawers adopt a fair map that can withstand legal challenges.

The deadline for governing boards or commissions to adopt trustee area maps is February 28, 2022.⁹⁷ If they fail to adopt a new map by this deadline, the county committee takes over the process and must adopt new lines by April 29, 2022.⁹⁸ Note that, if your jurisdiction has a primary or special election in 2022, the map adoption deadline might be earlier to account for the pre-election calendar. Check with your governing board to confirm.

Special Districts

What are **SPECIAL DISTRICTS**?

Special districts are local governments created to deliver specialized services that the local city or county does not provide.⁹⁹ Special districts can provide services such as water, health care, and fire services, among other services.

Boards of certain special districts must redraw district lines following each decennial census.^{100,101} These boards also have the option to create a redistricting commission to lead the redistricting process.¹⁰²

In addition to the benefits of redistricting commissions outlined above, encouraging special districts to establish a hybrid or independent redistricting commission will also require the commission to hold at least four redistricting public hearings and publish draft maps and make the maps available for at least seven days before a final map is adopted.¹⁰³ Boards, on the other hand, are only required to hold two public hearings.¹⁰⁴

Voting districts must be “as far as practicable, equal in population,” and the district map must comply with the VRA.¹⁰⁵ The board may also consider the following factors in redrawing district lines: topography; geography;

cohesiveness, contiguity, integrity, and compactness of territory; and communities of interest.¹⁰⁶ Remember that even where a jurisdiction is not explicitly required to follow traditional redistricting criteria, failure to follow these criteria may result in maps that are not representative of communities served by the special district and may serve as evidence of constitutional and/or VRA violations should the district map be challenged in court.

Line drawers must adopt a new district map within 180 days before the first election in which the special district uses the new map.¹⁰⁷ Remember, because census data will not be released until late summer or early fall 2021, it is possible that the legislature may change map-adoption deadlines to accommodate redistricting processes, particularly for jurisdictions that have primaries.

Closing: **A FINAL NOTE ON REDISTRICTING**

Redistricting is immensely important to our collective political power. The way lines are drawn will not only impact who our communities have the power to elect, but ultimately our ability to shape the local, state, and federal policies that affect our everyday lives, from education equity, immigrant rights, and housing justice, to transforming the criminal legal system. The redistricting process is your opportunity to advocate for lines that are truly representative of our communities. Although certain aspects of redistricting can be very technical, there are many organizations throughout the state working on these issues that can help to support your efforts, including coalitions in various regions.

If you have questions about any redistricting concepts or want to get connected with other organizations working on redistricting, we are here to support you. Please reach out to:

California Common Cause: **redistrictingCA@commoncause.org** and
commoncause.org/localredistricting2021/

ACLU of Northern California: **redistricting@aclunc.org**

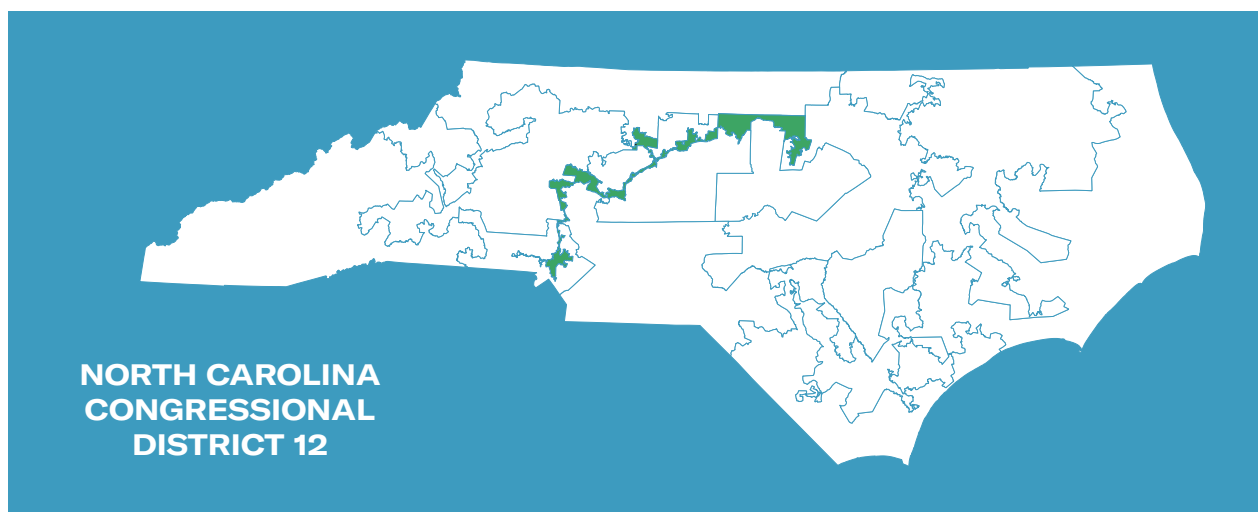
ACLU of Southern California: **redistricting@aclusocal.org**

Appendix A:
**ADDITIONAL CONTEXT
ON COMPACTNESS**

Districts have rarely been successfully challenged on the ground that they are not compact. Courts understand that districts frequently have somewhat irregular shapes because line drawers must create districts that are reflective of community of interest testimony.

The only time the Supreme Court has rejected a district on compactness grounds was in *Shaw v. Reno*¹⁰⁸ and *Shaw v. Hunt*.^{109,110} In those cases, the Supreme Court considered North Carolina Congressional District 12, an African American majority district. The district is the skinny, forest-green district on the map below. The Supreme Court observed that the district was “approximately 160 miles long and, for much of its length, no wider than the I-85 corridor. It winds in snakelike fashion . . . until it gobbles in enough enclaves of black neighborhoods.”¹¹¹ The Supreme Court also noted that the district was “non-compact by any objective standard that can be conceived” and purportedly “the least geographically compact district in the Nation.”¹¹² The Court also had evidence that the line drawers had created the district because they had subjugated all considerations, including compactness, to a desire to intentionally separate voters by race.

The Court ultimately found that race was the “predominant factor” in drawing District 12 and that it was not compact enough to survive legal challenge.¹¹³ The district had to be redrawn.





On the other hand, in *Cano v. Davis* a California state court found that Congressional District 51, which at the time included a long stretch that ran along the U.S.-Mexico border and connected Imperial County with south San Diego County, was “reasonably compact.”¹¹⁴ The court found that the district was “no more irregular in shape than any other district created by the legislature, and certainly [did] not constitute a showing of bizarreness that would support an inference that the [district was] racially gerrymandered.”¹¹⁵ As a result, the district was allowed to stand.¹¹⁶

GLOSSARY

ADVISORY REDISTRICTING COMMISSION

Advisory redistricting commissions recommend maps to the legislative body (e.g. city council, county board of supervisors) but do not have the legal authority to select a final map.

CENSUS BLOCK

A census block is the smallest level of geography for which the *U.S. Census Bureau* releases demographic data. A census block is an area delineated by visible features including roads, streams, railroad tracks as well as nonvisible features such as property lines and city, county, school district limits. Census blocks are contained within *Census Tracts*.

CENSUS DESIGNATED PLACE

A census designated place is a term used by the *U.S. Census Bureau* to indicate an unincorporated community or a geographical area that has a population but is not legally incorporated. For example, there are unincorporated communities in California that are not part of a city or town but are instead governed by the county where they are located.

CENSUS TRACT

A census tract is a subdivision of a county that has about 4,000 residents. Census tracts are contained within counties and census tracts contain *Census Blocks*. Census tracts are delineated by visible features including roads and rivers as well as national parks and reservations.

CITIZEN VOTING AGE POPULATION

Citizen Voting Age Population (CVAP) refers to residents who are United States citizens and 18 years of age or older.

COALITION DISTRICT

A coalition district is formed when two or more politically cohesive *Minority* groups are combined in order to have a meaningful opportunity to elect candidates of their choice. Also known as a *Minority Coalition District*.

COMMUNITIES OF INTEREST

Communities of interest (COI) are communities that share similar issues, concerns, and/or characteristics. They can be made up of overlapping sets of neighborhoods, networks, and groups that share, among other things, socio-economic demographics, priorities, views, cultures, histories, languages, and values. Communities of interest benefit from being kept together in a district in the line-drawing process so they can speak with one voice on local, state, or federal political issues.

COMPACTNESS	The shape of a district is compact when people within the district live relatively close to each other. In California state law, a district is considered compact when “nearby areas of population are not bypassed in favor of more distant populations.”
CONTIGUITY	The shape of a district is contiguous if its perimeter can be traced in one, unbroken line.
CRACKING	Cracking occurs when <i>Minority</i> groups are split across multiple districts, thus diluting their presence in each district and ensuring that they have less political influence than their size would properly merit.
CROSSOVER DISTRICT	A crossover district is formed when a politically cohesive <i>Minority</i> group is combined with similarly minded voters from the numerical majority in such a way that the <i>Minority</i> group’s preferred candidates have an opportunity to be elected.
DECENNIAL CENSUS	The decennial census is the counting of every person residing in the United States. The decennial census count occurs every ten years and is mandated by the United States Constitution. Decennial census data is used to redraw the lines of voting maps. The decennial census is conducted by the <i>U.S. Census Bureau</i> .
DEMOGRAPHER	A demographer is an expert in statistical analysis related to human populations. Demographers are used in the <i>Redistricting</i> process to analyze <i>Decennial Census</i> data and create the proposed maps.
GERRYMANDERING	Gerrymandering is the manipulation of district lines to improperly affect political power and give one group an unfair political advantage over another. Racial gerrymandering is prohibited under federal law and partisan gerrymandering is prohibited under California state law.
HYBRID REDISTRICTING COMMISSIONS	Hybrid redistricting commissions recommend two or more maps to the legislative body (e.g. city council, county board of supervisors) that the legislative body must choose between without modification.

**INDEPENDENT
REDISTRICTING
COMMISSIONS**

Independent redistricting commissions have the authority to draw and adopt maps without any input from the legislative body (e.g. city council, county board of supervisors).

INFLUENCE DISTRICT

An influence district is formed when a politically cohesive *Minority* group is not large enough to make up the majority in the district but is still substantial enough in size to influence election outcomes in that district.

**MAJORITY-MINORITY
DISTRICT**

A majority-minority district is formed when the portion of a *Minority* group that are citizens of voting age makes up the majority of the citizens of voting age in the district overall, thus giving the *Minority* group a meaningful opportunity to elect candidates of choice. Put more simply, a district where the majority of eligible voters belong to a *Minority* group is a majority-minority district. Section 2 of the federal Voting Rights Act mandates that majority-minority districts be drawn in specific circumstances.

MINORITY

Minority is a term used in relevant redistricting statutes and case law to refer to racial, ethnic, and language minorities.

MINORITY COALITION DISTRICT

See *Coalition District*.

NONCONTIGUOUS

A district is noncontiguous if it consists of two or more unconnected areas.

PACKING

Packing occurs when individuals from a *Minority* group are concentrated in as few districts as possible to limit the total number of districts in which the *Minority* group will have political influence.

REDISTRICTING

Redistricting is the process of redrawing district maps used by political jurisdictions to elect public officials.

STATE-ADJUSTED DATA

State-adjusted data is *Decennial Census* data that has been merged with California state election data and adjusted to count persons incarcerated in state prisons in their home communities instead of the correctional facilities where they are detained.

**SUBSTANTIALLY EQUAL
POPULATION**

Federal and state law requires that each district within a jurisdiction be substantially equal in population. Districts do not have to have exactly equal populations, but the largest district cannot have more than a ten percent population difference compared to the smallest district.

**TRADITIONAL REDISTRICTING
PRINCIPLES**

Traditional redistricting principles are a set of criteria that guide the redistricting process. They include *Contiguity*, maintaining *Communities of Interest*, minimizing the division of a city or census designated place, following natural and artificial boundaries, and geographical *Compactness*. Under California law, cities and counties are required to follow specified traditional redistricting principles when drawing district lines.

U.S. CENSUS BUREAU

The U.S. Census Bureau is the federal government entity in charge of collecting data about people and the economy. For example, the U.S. Census Bureau counts every resident of the United State during the *Decennial Census* and collects survey data about the country's population, housing, and workforce via the American Community Survey.

ENDNOTES

¹ See, e.g., *Shaw v. Reno* (“*Reno*”), 509 U.S. 630, 647, 651 (1993); Cal. Elec. Code § 21500(c) (counties); *id.* § 21601(c) (general law cities); *id.* § 21621(c) (charter cities); *id.* § 22000(a) (special districts); Cal. Educ. Code § 1002(a)(1)-(4) (county boards of education).

² The commissions for Los Angeles County and San Diego County must follow redistricting criteria similar to criteria all other cities and counties must follow. Cal. Elec. Code § 21534(a)(3)-(5) (Los Angeles County); *id.* § 21552(a)(3)-(5) (San Diego County).

³ Redistricting criteria in the California Elections Code do not apply to charter cities where a charter excludes consideration of redistricting criteria other than those identified in the charter or where the charter provides two or more traditional criteria for redistricting other than the requirement that districts be equal in population. Cal. Elec. Code § 21621(e).

⁴ Cal. Elec. Code § 21500(c) (counties); *id.* § 21601(c) (general law cities); *id.* § 21621(c) (charter cities).

⁵ Cal. Elec. Code § 21500(d) (counties); *id.* § 21601(d) (general law cities); *id.* § 21621(d) (charter cities).

⁶ *Reno*, 509 U.S. at 647 (recognizing that although adhering to redistricting criteria is not constitutionally required, redistricting criteria are nonetheless important “because they are objective factors that may serve to defeat a claim that a district has been gerrymandered”); *Bush v. Vera*, 517 U.S. 952, 978 (1996) (noting that jurisdictions facing an equal protection challenge to their map could avoid strict scrutiny by “respecting their own traditional districting principles”).

⁷ *Reno*, 509 U.S. at 647.

⁸ The California Elections Code provides the following guidance on contiguity: “Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.” Cal. Elec. Code § 21500(c)(1) (counties); *id.* § 21601(c)(1) (general law cities); *id.* § 21621(c)(1) (charter cities).

⁹ See, e.g., *Bush*, 517 U.S. at 977 (holding that a “district that [takes] into account traditional districting principles such as maintaining communities of interest . . . may pass strict scrutiny”).

¹⁰ The California Elections Code provides the following guidance on communities of interest: “A ‘community of interest’ is a population that shares common social or economic interest that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.” Cal. Elec. Code § 21500(c)(2); see also *id.* § 21601(c)(2) (general law cities); *id.* § 21621(c)(2) (charter cities).

¹¹ The California Elections Code provides the following guidance on compactness: “To the extent practicable, and *where it does not conflict with the preceding criteria in this subdivision*, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.” Cal. Elec. Code § 21500(c)(5) (emphasis added); see also *id.* § 21601(c)(4) (general law cities); *id.* § 21621(c)(4) (charter cities).

¹² See, e.g., *Montes v. City of Yakima*, 40 F. Supp. 3d 1377, 1393 (E.D. Wash. 2014) (noting that the compactness of districts in proposed remedial maps was “easily confirmed by simply looking at the maps”); *Cuthair v. Montezuma-Cortez, Colo. Sch. Dist.*, 7 F. Supp. 2d 1152, 1167 (D. Colo. 1998) (finding that a disputed district was compact using a “simple visual inspection”).

¹³ See, e.g., *Montes*, 40 F. Supp. 3d at 1393 (discussing the Reock test for compactness).

¹⁴ *Bush*, 517 U.S. at 962 (“The Constitution does not mandate regularity of district shape.”).

¹⁵ *Reynolds v. Sims*, 377 U.S. 533, 579 (1964); Cal. Elec. Code § 21500(a) (counties); *id.* § 21601(a) (general law cities); *id.* § 21621(a) (charter cities); Cal. Educ. Code § 1002(a) (county boards of education); *id.* § 5019.5(a)(2) (school districts and community college districts); see also *Gray v. Sanders*, 372 U.S. 368, 379-80, 381 (1963) (rejecting state legislature voting system where representatives were selected on a county basis resulting in inequality because counties varied widely in population size); *Wesberry v. Sanders*, 376 U.S. 1, 1, 7-8 (1964) (holding that congressional districts must be equal in population “as nearly as is practicable”).

¹⁶ See *Reynolds*, 377 U.S. at 577 (recognizing that “[m]athematical exactness or precision is hardly a workable constitutional requirement” and “a practical impossibility”).

¹⁷ *White v. Regester*, 412 U.S. 755, 764 (1973) (“[W]e do not consider relatively minor population deviations among state legislative districts to substantially dilute the weight of individual votes in the larger districts so as to deprive individuals in these districts of fair and effective representation . . . we cannot glean an equal protection violation from the single fact that two legislative districts in Texas differ from one another by as much as 9.9%”).

¹⁸ See, e.g., *Mahan v. Howell*, 410 U.S. 315, 325 (1973) (affirming population deviation of 16.4 percent because deviation was “based on legitimate considerations incident to the effectuation of a rational state policy”).

¹⁹ Cal. Elec. Code § 21500(a)(1) (counties); *id.* § 21601(a)(1) (general law cities); *id.* § 21621(a)(1) (charter cities); see also Cal. Educ. Code § 1002(a) (for county boards of education, requiring that districts be “as nearly equal in population as practicable”); Cal. Educ. Code § 5019.5(a)(2) (for school districts and community college districts, requiring that the population of each area be “as nearly as may be, the same proportion of the *total* population of the district as each of the other areas”) (emphasis added); Cal. Elec. Code § 2200 (for special districts, requiring that districts be “as far as practicable, equal in population” using decennial census data).

²⁰ The Supreme Court decided in *Evenwel v. Abbott* that the “one person, one vote” principle of the Equal Protection Clause allows a state or locality to design its districts based on total population. 1136 S. Ct. 1120, 1132-33 (2016) (noting that all 50 states and countless local jurisdictions have used total population to redistrict “for decades, even centuries”). Observers read the language of the decision as discouraging the use of other metrics, but the Court did not rule out those other metrics. We know of no locality in California that has used any metric other than total population, and all relevant state law either explicitly or implicitly requires the use of total population. See *supra* note 19.

²¹ 52 U.S.C.A. § 10301.

²² *Bush*, 517 U.S. at 958.

²³ See, e.g., *Reno*, 509 U.S. at 640-42, 658; *Shaw v. Hunt* (“*Hunt*”), 517 U.S. 899, 905 (1996).

²⁴ 52 U.S.C.A. § 10301(a).

²⁵ Conversely, to successfully challenge a district map on the ground that it does not contain a majority-minority district in violation of Section 2, a plaintiff must first establish the “*Gingles*” factors: (1) the minority group constitutes a majority in a geographically compact district; (2) the minority group is politically cohesive; and (3) the majority votes as a bloc to usually defeat the minority’s preferred candidates. *Thornburg v. Gingles*, 478 U.S. 30, 49-51 (1986). Racially polarized voting analysis is used to prove *Gingles* factors 2 and 3. If these factors are satisfied, a court will then seek to determine if, under the “totality of circumstances,” the districting plan results in minority vote dilution. *Id.* at 43-46; see also *Johnson v. De Grandy*, 512 U.S. 997, 1009-14 (1994).

²⁶ *Bartlett v. Strickland*, 129 S. Ct. 1231, 1272 (2009).

²⁷ *Gingles*, 478 U.S. at 36-38 (citing S.Rep. No. 97-417, 97th Cong., 2d Sess. 28-29 (1982)).

²⁸ *Gingles*, 478 U.S. at 36-38 (citing S.Rep. No. 97-417, 97th Cong., 2d Sess. 28-29 (1982)).

²⁹ See *Gingles*, 478 U.S. at 47-48 (“This Court has long recognized that . . . at-large voting schemes may operate or cancel out the voting strength of racial [minorities in] the voting population.”) (citations and quotation marks omitted, alterations in original).

³⁰ *Romero v. City of Pomona*, 883 F. 2d 1418, 1426 (9th Cir. 1989) (“[E]ligible minority voter population, rather than total minority population, is the appropriate measure of geographical compactness”).

³¹ *Bartlett*, 556 U.S. at 13 (emphasis added).

³² *Bartlett*, 556 U.S. at 24.

³³ *Campos v. City of Baytown*, 840 F. 2d 1240, 1244 (5th Cir. 1998) (holding that Black and Latino communities may be combined to meet the first *Gingles* condition of a geographically compact minority); *Concerned Citizens of Hardee Cnty. v. Hardee Cnty. Bd. of Comm’rs*, 906 F. 2d 524, 525, 526 (11th Cir. 1990) (acknowledging that Black and Latino communities could be combined to form a majority-minority district, meeting the first *Gingles* condition, but upholding district court ruling that Black and Latino communities were not shown to be politically cohesive, failing the second *Gingles* condition); but see *Nixon v. Kent Cnty.*, 76 F. 3d 1381, 1386 (6th Cir. 1996) (holding that Congress did not intend for multiple minority groups to be combined to meet the first *Gingles* condition).

- ³⁴ *Badillo v. City of Stockton, Cal.*, 956 F. 2d 884, 886, 891 (9th Cir. 1992).
- ³⁵ *Wilson v. Eu*, 1 Cal. 4th 707, 715 (1992).³⁷ See *Gingles*, 478 U.S. at 47-48 (“This Court has long recognized that . . . at-large voting schemes may operate or cancel out the voting strength of racial [minorities in] the voting population.”) (citations and quotation marks omitted, alterations in original).
- ³⁶ *League of United Latin American Citizens v. Perry*, 548 U.S. 399, 446 (2006).
- ³⁷ *Wilson*, 1 Cal. 4th at 715.
- ³⁸ Cal. Elec. Code §§ 21530-21535 (requirements for Los Angeles Independent Redistricting Commission).
- ³⁹ Cal. Elec. Code §§ 21550-21553 (requirements for San Diego Independent Redistricting Commission).
- ⁴⁰ Cal. Elec. Code § 23001.
- ⁴¹ See Cal. Elec. Code § 23000(e), (f) (noting that charter cities are not covered by California Elections Code chapter).
- ⁴² Cal. Elec. Code § 23000(a).
- ⁴³ Cal. Elec. Code § 23000(c).
- ⁴⁴ Cal. Elec. Code § 23000(d).
- ⁴⁵ Cal. Elec. Code § 23003(h), (i).
- ⁴⁶ Cal. Elec. Code § 23001 (noting advisory commissions are established by “resolution, ordinance, or charter amendment”); Cal. Gov’t Code § 54952(b) (defining legislative body as including advisory committees created by charter, ordinance, resolution, or formal action).
- ⁴⁷ See, generally, Cal. Elec. Code §§ 23000-23004.
- ⁴⁸ Note that, as with any state law, city charters may override some requirements of AB 849 and AB 1276.
- ⁴⁹ Jurisdictions with elections between January 1, 2022 and before July 1, 2022 must adopt maps 174 days before that election, while jurisdictions that do not have elections during that time period must adopt maps 205 days before their next regular election. Cal. Elec. Code § 21501(a)(2)-(3) (counties); *id.* § 21602(a)(2)-(3) (general law cities); *id.* § 21622(a)(2)-(3) (charter cities).
- ⁵⁰ The jurisdiction must also maintain the webpage for at least 10 years after the line drawers adopt a final map. Cal. Elec. Code § 21508(g) (counties); *id.* § 21608(g) (general law cities); *id.* § 21628(g) (charter cities).
- ⁵¹ Cal. Elec. Code § 21508(g) (counties); *id.* § 21608(g) (general law cities); *id.* § 21628(g) (charter cities).
- ⁵² Cal. Elec. Code § 21508(g) (counties); *id.* § 21608(g) (general law cities); *id.* § 21628(g) (charter cities).
- ⁵³ Cal. Elec. Code § 21508(a) (counties); *id.* § 21608(a) (general law cities); *id.* § 21628(a) (charter cities).
- ⁵⁴ Cal. Elec. Code § 21508(a)(1)-(2) (counties); *id.* § 21608(a)(1)-(2) (general law cities); *id.* § 21628(a)(1)-(2) (charter cities).
- ⁵⁵ Cal. Elec. Code § 21508(a)(2) (counties); *id.* § 21608(a)(2) (general law cities); *id.* § 21628(a)(2) (charter cities).
- ⁵⁶ At the very least, translated materials must include a general explanation of the redistricting process and the procedures for a member of the public to testify during a public hearing or submit written testimony. Cal. Elec. Code § 21508(b), (g)(1)-(2) (counties); *id.* § 21608(b), (g)(1)-(2) (general law cities); *id.* § 21628(b), (g)(1)-(2) (charter cities).
- ⁵⁷ Cal. Elec. Code § 21508(e) (counties); *id.* § 21608(e) (general law cities); *id.* § 21628(e) (charter cities).
- ⁵⁸ See, e.g., Cal. Elec. § 21507.1(a) (requiring four public hearings “at which the public is invited to provide input”); *id.* § 21508(g)(2) (requiring line drawers to establish procedures for the public to testify *during* a public hearing); Cal. Gov’t Code § 54954.3(a).⁵⁸ Cal. Elec. Code § 21508(e) (counties); *id.* § 21608(e) (general law cities); *id.* § 21628(e) (charter cities).
- ⁵⁹ Cal. Elec. Code § 21508(f) (counties); *id.* § 21608(f) (general law cities); *id.* § 21628(f) (charter cities).
- ⁶⁰ Cal. Gov’t Code § 54954.3(b)(2).
- ⁶¹ Cal. Elec. Code § 21507.1(a) (counties); *id.* § 21607.1(a) (general law cities); *id.* § 21627.1(a) (charter cities).
- ⁶² Cal. Elec. Code § 21507.1(a)(1)-(2) (counties); *id.* § 21607.1(a)(1)-(2) (general law cities); *id.* § 21627.1(a)(1)-(2) (charter cities).
- ⁶³ See, generally, Cal. Elec. Code § 21507.1(a) (counties); *id.* § 21607.1(a) (general law cities); *id.* § 21627.1(a) (charter cities).

- ⁶⁴ Cal. Elec. Code § 21507.1(b) (counties); *id.* § 21607.1(b) (general law cities); *id.* § 21627.1(b) (charter cities).
- ⁶⁵ Cal. Elec. Code § 21507.1(d) (counties); *id.* § 21607.1(d) (general law cities); *id.* § 21627.1(d) (charter cities).
- ⁶⁶ Cal. Elec. Code § 21507.1(d) (counties); *id.* § 21607.1(d) (general law cities); *id.* § 21627.1(d) (charter cities).
- ⁶⁷ Cal. Elec. Code § 21508(c) (counties); *id.* § 21608(c) (general law cities); *id.* § 21628(c) (charter cities).
- ⁶⁸ Cal. Elec. Code § 21508(c) (counties); *id.* § 21608(c) (general law cities); *id.* § 21628(c) (charter cities).
- ⁶⁹ Cal. Elec. Code § 21508(g)(3) (counties); *id.* § 21608(g)(3) (general law cities); *id.* § 21628(g)(3) (charter cities).
- ⁷⁰ Cal. Elec. Code § 21507.1(c) (counties); *id.* § 21607.1(c) (general law cities); 21627.1(c) (charter cities).
- ⁷¹ Cal. Elec. Code § 21508(b), (h) (counties); *id.* § 21608(b), (h) (general law cities); *id.* § 21628(b), (h) (charter cities).
- ⁷² Cal. Elec. Code § 21508(b) (counties); *id.* § 21608(b) (general law cities); *id.* § 21628(b) (charter cities).
- ⁷³ Cal. Elec. Code § 21508(d)(3)(A) (counties); *id.* § 21608(d)(3)(A) (general law cities); *id.* § 21628(d)(3)(A) (charter cities).
- ⁷⁴ Cal. Elec. Code § 21508(d)(3)(B) (counties); *id.* § 21608(d)(3)(B) (general law cities); *id.* § 21628(d)(3)(B) (charter cities).
- ⁷⁵ Cal. Elec. Code § 21508(d)(2) (counties); *id.* § 21608(d)(2); *id.* § 21628(d)(2) (charter cities).
- ⁷⁶ Cal. Elec. Code § 21508(d)(1) (counties); *id.* § 21608(d)(1) (general law cities); *id.* § 21628(d)(1) (charter cities).
- ⁷⁷ Cal. Elec. Code § 21508(d)(1) (counties); *id.* § 21608(d)(1) (general law cities); *id.* § 21628(d)(1) (charter cities).
- ⁷⁸ Cal. Educ. Code § 4000.
- ⁷⁹ *See, e.g.* Cal. Educ. Code §§ 4002, 4005, 4020.
- ⁸⁰ California County Boards of Education, *County Boards of Education*, <http://www.theccbe.org/en/AboutUs/CountyBoardsOfEducation> (last accessed Mar. 8, 2021).
- ⁸¹ Cal. Educ. Code § 1002(b).
- ⁸² Cal. Educ. Code § 1002(a).
- ⁸³ 52 U.S.C.A. § 10301(a).
- ⁸⁴ Cal. Educ. Code § 1002(a)(1)-(4).
- ⁸⁵ Gov’t Code § 54954.2(a).
- ⁸⁶ *See, e.g.*, Cal. Elec. Code § 21607.1 (requiring four hearings for general law cities); *id.* § 21534(c)(2)(A) (requiring seven hearings for the Los Angeles County Independent Redistricting Commission).
- ⁸⁷ Cal. Educ. Code § 1002(c).
- ⁸⁸ The governing boards of community college districts with campuses in more than one county do not have the power to conduct decennial redistricting. In such instances, the county committee on school district organization is tasked with redrawing the lines. Cal. Educ. Code §§ 5019, 5019.7.
- ⁸⁹ Cal. Educ. Code § 5019.5(a).
- ⁹⁰ Note that governing boards of school and community college districts that do not also serve as the county board of education have the power to draw trustee area lines only during decennial redistricting. Cal. Educ. Code § 5019.5(c); *id.* § 5019(a)(1). In all other instances, including mid-decade redistricting and initial districting (e.g., as a remedy for a California Voting Rights Act violation), the county committee has the final say on the trustee area lines. *Id.* § 5019.5(c) (limiting the redistricting power of school and community college boards to decennial redistricting); see also *id.* § 5019(a) (providing that county committees have the power to rearrange the boundaries of trustee areas).
- ⁹¹ Cal. Elec. Code § 23001.
- ⁹² Cal. Elec. Code § 23003(j).
- ⁹³ Cal. Elec. Code § 23003(j).
- ⁹⁴ Gov’t Code § 54954.2(a).
- ⁹⁵ Cal. Educ. Code § 5019.5(a)(2).
- ⁹⁶ 52 U.S.C.A. § 10301(a).

⁹⁷ Cal. Educ. Code § 5019.5(b).

⁹⁸ Cal. Educ. Code § 5019.5(b).

⁹⁹ California Special Districts Association, *Learn About Districts*, <https://www.csda.net/special-districts/learn-about> (last accessed Mar. 8, 2021).

¹⁰⁰ Cal. Elec. Code § 22000(a).

¹⁰¹ These requirements do not apply to district maps where only landowners vote for directors. Specific Districts in particular may have their own district-specific requirements. As previously noted, be sure to research jurisdiction-specific requirements, including the authorizing act that created your special district. Cal. Elec. Code § 22000(a).

¹⁰² Cal. Elec. Code § Code 23001.

¹⁰³ Cal. Elec. Code § 23003(j).

¹⁰⁴ Cal. Elec. Code § 22001.

¹⁰⁵ Cal. Elec. Code § 22000(a); 52 U.S.C.A. § 10301(a).

¹⁰⁶ Cal. Elec. Code § 22000(a).

¹⁰⁷ Cal. Elec Code § 22000(d).

¹⁰⁸ *Reno*, 509 U.S. 630 (1993).

¹⁰⁹ *Hunt*, 517 U.S. 899, 906 (1996).

¹¹⁰ The Supreme Court deemed North Carolina's 12th Congressional District a racial gerrymander meriting strict scrutiny and remanded it to a federal District Court. *Shaw v. Reno*, 509 U.S. at 641, 658. The District Court held the district passed strict scrutiny and the Supreme Court, considering the district a second time, reversed. *Hunt*, 517 U.S. at 916-18.

¹¹¹ *Reno*, 509 U.S. at 635-36 (citations and quotations omitted).

¹¹² *Hunt*, 517 U.S. 899, 906 (1996).

¹¹³ *Hunt*, 517 U.S. at 906, 916.

¹¹⁴ *Cano*, 211 F. Supp. 2d 1208, 1222 (C.D. Cal. 2002).

¹¹⁵ *Cano*, 211 F. Supp. 2d at 1222.

¹¹⁶ *Cano*, 211 F. Supp. 2d at 1252.



From: Armando Be <[REDACTED]>

Sent: Tuesday, February 8, 2022 3:55 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>

Subject: [EXTERNAL] REDISTRICTING- CONCERNS AND REQUEST FOR FAIR AND OBJECTIVE CONSIDERATION OF PUBLIC MAP 103

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean *impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words.* So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, *based on the plain meaning of the words*, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the words "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation *to the plain meaning of words within the context of the intent of the legislature*. The City Attorney's opinion relies on the "frequent" application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "*illegal*". After declaring the map "*illegal*" he then declared that if the council were to approve Public Map 103 that the "*city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case*".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city's attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

We anticipate that the City Council will select a map on February 16, 2022. We, the undersigned, believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "*illegal*" and *speculations* that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. We request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments,

We request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the *plain meaning of the words in the statute* offered by the public and to fairly consider all maps submitted, including Public Map 103.

We request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision *was not arbitrary, capricious, or not supported by any evidence*. *With such low burden of proof*, we are confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103.

Regards

Armando Benavides, Sally Casas, Mario Montemayor, Kathy Napoli, Rick Badillo, Ernesto Gomez, Delia Gomez, Roberto Aguirrez, Brenda Cayme, Yolanda Barba, Rob Guynn, Edith Duran, Alicia Cortez, Ruben Garcia, James Leslie, Sylvia Topete, Patricia Darling, Luz Guerra, Juan Cardona, Alexandria Cayme

cc: Broad Distribution including to the Santa Clara County Board of Supervisors.

From: Richard Konda <rkonda@asianlawalliance.org>

Sent: Wednesday, February 9, 2022 7:50 AM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>

Subject: [EXTERNAL] City of Morgan Hill Redistricting

Importance: High

Some people who received this message don't often get email from rkonda@asianlawalliance.org. [Learn why this is important](#)

Dear Mayor Constantine and members of the Morgan Hill City Council:

I wrote to you in December 2021 with our concerns about the "cracking" of current District B and Public Map 103. In our view, Public Map 103 does not violate the contiguity requirement of the Fair Maps Act. In fact, Public Map 103 is the only map that will keep the communities of interest in current District B together. As you well know, when the Election Code was amended, those amendments were intended to protect minority communities. We disagree with the City Attorney's opinion that districts must be 100% contiguous. The code clearly states that "to the extent practicable". We agree with the analysis by Armando Benevides in his February 8, 2022 email. He states in that email, ". . . as long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the area."

We agree with Mr. Benevides that Public Map 103 must be considered and adopted because it is the only map that increases the chances that marginalized communities will be able to elect candidates of their choice for the next 10 years.

Sincerely,

Richard Konda

Executive Director

Asian Law Alliance

991 West Hedding St., Suite 202

San Jose, CA 95126

(408)-287-9710

This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete the message.

From: Robert Guynn <[REDACTED]>
Sent: Wednesday, February 9, 2022 2:05 PM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: [EXTERNAL] PUBLIC MAP 103

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor and City Council Members,

You have a choice- to interpret that redistricting statute narrowly or broadly. How you chose will have great impact on the drawing of our electoral districts.

Interpret the statute narrowly and you are sending out a message that the legislature absolutely mandated and intended that District boundaries have to be 100% contiguity. A narrow interpretation divides Districts B and D, two very important and unique communities of interest, and recouples them into extremely dissimilar communities of interest, when it is impossible to achieve because of county land dividing the areas. Also, you will also set back the historically marginalizes minority community to 2017, when District B was drawn to capture the downtown corridor community of interest and to increase the chances that a member of the historically marginalized minority communities will be elected to the council.

Interpret the statute broadly and you are sending a message that the legislature did not mandate 100% contiguity when it cannot be achieved and that it intended to protect minority community. A broad interpretation is a public declaration you want to protect District B and D's very important community of interests and draw the boundary lines to encapsulate each respective district and to protect the increased probability that a member of the historically marginalizes minority communities will be elected.

The city attorney interpreted the statute narrowly. But his interpretation is just an opinion that you can weight. His opinion does not carry the force of law. The city attorney's declarations that public map 103 is "illegal" and that if you adopt Map 103 the California Attorney General would come and sue Morgan Hill are nothing but extraneous statements that he should not have made- not when he is interpreting a legislative statute that has never been interpreted by a court. He has a duty to the community and the Council to render opinions that are fair and objective. His extraneous comments were unnecessary and not fair and objective to citizens and council members who support Public Map 103.

Why should we citizens not have a right to declare District D contiguous if its areas are separated by county land and not water and the areas are connected by Highway 101 and a vast network of county roads to allow the movement of people between the areas? Applying that principle would enable us to draw the district lines around very important communities of interests and protect the voting rights of minority groups. Only because the city attorney says that it does not apply because the legislature did not specifically write that it applied? Well, it also did not declare that it did not apply. So again, the City Attorney wants you to apply the principle narrowly but you can certainly apply it broadly.

It is sad to see that our city attorney is so narrowly interpreting every part of the statute that would allow you to consider and select Public Map 103, even when he know that the results would be to completely divide two very important communities of interest and to redraw them in such a way that unites two dissimilar communities of interests. He should provide correct instructions to the Council that you are free to select whichever map you deem would be for the best of the Morgan Hill

community and he would be legally obligated to defend your decision on the map the majority of three you select, including Map 103.

I hope that three of you interpret the statute broadly in the best interest of the community and to ensure that a member of historically marginalized minority communities has a greater chance of being elected to the council. I believe that Public Map 103 is best for Morgan Hill.

Thank you,

Robert L. Guynn

Resident of Morgan Hill

Thanks Christina 😊

From: Jim Leslie <[REDACTED]>
Sent: Wednesday, February 9, 2022 1:50 PM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>
Subject: [EXTERNAL] Redistricting

To: Mayor Rich Constantine, Morgan Hill City Council Members, Donald Larkin and Christina Turner

I'd like to pass on my thoughts regarding redistricting that is currently being considered in Morgan Hill.

It seems that there are two issues in play that influence this issue: 1) the concept of contiguity and 2) communities of interest.

Contiguity and Communities of Interest -

Contiguity is not completely defined. It can mean that an area being considered for inclusion in a district must be contiguous, meaning that it must be physically touching another area being considered for inclusion in that district. However, the issue isn't completely cut and dry with other factors entering into mix. Specifically, if an area can't be included because there are other parties who own property which doesn't permit two parcels from touching (i.e. the federal/state/county or private ownership), then "communities of interest" shall also be considered as an important factor in the redistricting process.

Furthermore, contiguity can also exist if there are roadways that run through/link the subject parcels together the provide convenient access. In the case of the parcels being discussed, those roadways do exist and they are certainly convenient to all members of that parcel. Such is the situation in District D.

Given the fact that third party ownership of land in District D does, in fact, already exist, then fulfilling "communities of interest" must be considered in order to ensure adequate representation is maintained by all members of the community, regardless of racial, religious, and socio-economic status.

The existing Morgan Hill District Map has already established that these conditions currently exist and that there is nothing illegal about the current map. It is not a "one size fits all" proposition whatsoever in our community. District B, as currently defined, represents a clear "community of interest" which should not require any alteration.

Given these realities, my view is that Map 103 adequately establishes fair representation, easy access and inclusion to all members of our community.

Thank you for your time and attention.

Best regards,

James A. Leslie

From: Kris Cabral <[REDACTED]>
Sent: Wednesday, February 9, 2022 1:03 PM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] REDISTRICTING

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or

regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the word's "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the "frequent" application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one

wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled “illegal” and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103.
(<https://www.morganhill.ca.gov/2182/Draft-Maps>).

Regards, Kris Cabral

From: Callie Curry <[REDACTED]>

Sent: Wednesday, February 9, 2022 9:20 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>

Subject: [EXTERNAL] Regarding Redistricting

Mayor Constantine and Council Members,

Succinctly, approve Public Map 103 a choice for which you have received LOTS of input and support from our community. Do not break up Districts B and D. There is no need to fix something that is not broken.

Please heed the opinion of our/your community whom you represent.

Best Regards,
Callie

From: PJ Darling [REDACTED]
Sent: Wednesday, February 9, 2022 12:27 PM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] Why you should vote NO on redistricting

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean *impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words.* So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, *based on the plain meaning of the words*, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water

connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the words "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation *to the plain meaning of words within the context of the intent of the legislature*. The City Attorney's opinion relies on the "frequent" application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "*illegal*". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the *"city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case"*.

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that

those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled “illegal” and *speculations* that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the *plain meaning of the words in the statute* offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision *was not arbitrary, capricious, or not supported by any evidence*. *With such low burden of proof*, we are confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103.

In closing, I kindly ask that you remember to put the residents of Morgan Hill first.

Thank you...

With kind regards,

Patricia Darling

From: Lisa K <[REDACTED]>

Sent: Thursday, February 10, 2022 8:38 AM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>

Subject: [EXTERNAL] District lines

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the word's "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the 'frequent' application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "illegal" and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly

consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103. (<https://www.morganhill.ca.gov/2182/Draft-Maps>)

From: Kimberly Collins <[REDACTED]>

Sent: Thursday, February 10, 2022 8:26 AM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>

Subject: [EXTERNAL] Important - Redistricting

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the word's "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the 'frequent' application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "illegal" and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly

consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103. (<https://www.morganhill.ca.gov/2182/Draft-Maps>)

From: Natalie Prcevski <[REDACTED]>
Sent: Thursday, February 10, 2022 9:10 AM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>
Subject: [EXTERNAL] Morgan Hill City Council's Redistricting Map 103

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the word's "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the 'frequent' application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "illegal" and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103. (<https://www.morganhill.ca.gov/2182/Draft-Maps>)

Please help our city stay our city for the residents and keep my east side the way it is!

Natalie Prcevski Lyle
Dunne, Diana and Hill area

From: Shayna Adams <[REDACTED]>
Sent: Thursday, February 10, 2022 8:30 AM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] Redistricting - Morgan Hill Public Map 103

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions on the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the word's "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the 'frequent' application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "illegal" and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly

consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103. (<https://www.morganhill.ca.gov/2182/Draft-Maps>)

From: [Christina Turner](#)
To: [Michelle Bigelow](#)
Cc: [Donald Larkin](#)
Subject: Fwd: [EXTERNAL] REDISTRICTING
Date: Thursday, February 10, 2022 12:08:01 PM

Please supplement.

Begin forwarded message:

From: Ron Cabral [REDACTED]
Date: February 10, 2022 at 12:02:57 PM PST
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>, Christina Turner <Christina.Turner@morganhill.ca.gov>, Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>, Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] REDISTRICTING

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a

statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the word's "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the 'frequent' application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of

the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "illegal" and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103. (<https://www.morganhill.ca.gov/2182/Draft-Maps>).

Regards, Ron Cabral

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted

to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: [Joe Baranowski](#)
To: [Rich Constantine](#); [Yvonne Martinez Beltran](#); [Rene Spring](#); [John McKay](#); [Gino Borgioli](#)
Cc: [Donald Larkin](#); [Christina Turner](#); [Michelle Bigelow](#)
Subject: [EXTERNAL] Bridges
Date: Thursday, February 10, 2022 2:18:47 PM

Hello City Council members,

Our unique City has a precedent of honoring the important principle of community of interest. I have never experienced what it is like to have my vote marginalized by a government entity, but I have heard and listened to the voices in our community that have. I understand why the ongoing redistricting outcome is so important to everyone who knows from firsthand experience that a community of interest can be marginalized by splintering its voters among several districts, thereby diluting its impact and I strongly support honoring the precedent our City has established to stop that from happening. **If you want to begin building bridges to the Morgan Hill community, I hope that you will support and defend the principle and precedent that is embodied in Map 103.**

The non-contiguous regions of District-D in Map 103, have many bridges connecting them. Because the bridges are built over county land instead of over a body of water, they just happen to be called streets, roads, or avenues.

Our City Attorney has recognized that 'islands' of voters can be created by land as well as water barriers but nonetheless has essentially asked you to believe that the difference between a 'real' bridge and a street/road/avenue would have the State Attorney General or some 'ambulance chasing' attorney jumping at the chance to sue Morgan Hill, and that with near certainty the hypothetical plaintiff would find a California court that would view our City's Good Faith attempt to follow all provisions of the law while recognizing our geographical uniqueness and desire to keep intact a precedent that protects the principle of community of interest an 'easy loser' over a never ruled on meaning of the ambiguous words "to the extent practicable".

Mr. Borgioli's claim that all anyone must do to convince themselves that Mr. Larkin is right is to spend a few minutes Googling is false and should be summarily dismissed.

Mr. McKay defends Mr. Larkin's advice and his designation of Map 103 as "illegal" because he reached out to other attorneys who told him that the City Attorney has an excellent reputation and other cities seek his advice.

I believe that the more relevant context for deciding how to weigh what you have been told is to ask whether *"the City Attorney has an obligation to render opinions that are fair, objective, and impartial"*, as Mr. Benavides has suggested in a letter to you. Unfortunately, based on another recent opinion [1] and the misleading way he attempted to justify that opinion, I believe Mr. Larkin has failed to uphold that obligation. You may feel that nothing that Mr. Larkin has done in some other matter is

relevant to the present issue and that even mentioning an ‘unrelated’ case represents an ‘attack’ on Mr. Larkin. I respectfully disagree. The actions and opinions Mr. Larkin rendered in supporting Trammel Crow’s position are a matter of public record. They have already had significant consequences to the residents of Morgan Hill and, if left standing, will almost certainly continue to negatively impact the community. The City Attorney has had more than eight months to explain his actions and position but has declined to do so.

I do not believe that what you were told during the decision-making City Council meeting on June 23 was a fair and reasonable interpretation of the Morgan Hill Zoning Code and a developer’s claim that you must ignore key provisions within it. I hope something similar does not happen again, and I fully support Mr. Benavides request that Mayor Constantine *ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.*

Regards,

Joe Baranowski

[1] In supporting Trammell Crow’s assertion [2] that the Morgan Hill Design Review process must be turned upside down and be considered as ministerial for CEQA purposes, Mr. Larkin responded to a letter from Mr. Benavides by referencing the *McCorkle* case [3] which Trammel Crow’s lawyer had cited. In that case the California appellate court wrote (emphasis added):

“We do not believe that our Legislature in enacting CEQA intended to require an EIR where the sole environmental impact is the aesthetic merit of a building in a highly developed area. To rule otherwise would mean that an EIR would be required for every urban building project that is not exempt under CEQA if enough people could be marshaled to complain about how it will look”

In his reply [4] which was supplemented to the June 23 meeting, Mr. Larkin wrote (emphasis added):

“Courts have held that site and design review, which involves aesthetic regulation do not give an agency authority to consider the project’s environmental consequences.” And then goes on to quote the part of the ruling, *“to rule otherwise*

I believe that asking how an experienced attorney could consider *“where the sole environmental impact is the aesthetic merit”* to mean the same thing as *“which involves aesthetic regulation”* - which completely misrepresents what the *McCorkle* ruling really means, is a legitimate question that should be explained and that the ‘instructions’ given to the Planning Commission and the City Council regarding how the Design Permit process is to be interpreted should be fully reviewed in a Public Hearing.

[2] <http://morganhillca.iqm2.com/Citizens/FileOpen.aspx?Type=4&ID=8117&MeetingID=2033>

[3] McCorkle Eastside Neighborhood Group v. City of St. Helena (2018) 31 Cal.App.5th 80, 89–90, as modified (Jan. 25, 2019).

[4] <http://morganhillca.iqm2.com/Citizens/FileOpen.aspx?Type=4&ID=8330&MeetingID=2071>

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: [Christina Turner](#)
To: [Michelle Bigelow](#)
Cc: [Donald Larkin](#)
Subject: FW: [EXTERNAL] Redistricting
Date: Thursday, February 10, 2022 4:47:51 PM

Please supplement.

On Feb 10, 2022, at 2:50 PM, Julie Allen <[REDACTED]> wrote:

[You don't often get email from [REDACTED]. Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

Mr. Spring, I request that all maps be considered including MAP 103. Map 103 best represents hillside communities and should remain District D. Please vote for MAP 103.

Julie Allen
Resident of District D

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: [Christina Turner](#)
To: [Michelle Bigelow](#)
Cc: [Donald Larkin](#)
Subject: FW: [EXTERNAL] REDISTRICTING
Date: Thursday, February 10, 2022 4:48:04 PM

Please supplement.

From: tomomosgrove [REDACTED]
Sent: Thursday, February 10, 2022 3:01 PM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] REDISTRICTING

You don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor Constantine and Council Members, In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council. The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall". The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves. DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas. THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the words "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The

City Attorney's opinion relies on the 'frequent' application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case". It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill". The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city. The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council. I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "illegal" and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103. I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103. (<https://www.morganhill.ca.gov/2182/Draft-Maps>). Regards, -Tom Mosgrove

Morgan Hill

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: [Christina Turner](#)
To: [Michelle Bigelow](#)
Cc: [Donald Larkin](#)
Subject: FW: [EXTERNAL] Comment on redistricting and the November 2022 election
Date: Friday, February 11, 2022 11:03:42 AM

Please supplement.

From: Dani Piazza [REDACTED]
Sent: Friday, February 11, 2022 10:43 AM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] Comment on redistricting and the November 2022 election

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latina, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c) (1-4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opinion that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that

where there are jurisdictional barriers, the city can declare a district boundary as contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY INSTRUCT THE CITY COUNCIL. No court has issued a ruling as to the precise meaning of the words "priority" and to the "extent practicable". Our position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one renders a narrow or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the "frequent" application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "illegal". After declaring the map "illegal" he then declared that if the council were to approve Public Map 103 that the "city would probably be sued by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculation). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its considerations and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public

Map 103 should be fairly considered along with the other maps without the stigma of being labeled “illegal” and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments, I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103.
(<https://www.morganhill.ca.gov/2182/Draft-Maps>).

Regards,
Dani Piazza

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: [Christina Turner](#)
To: [Michelle Bigelow](#)
Cc: [Donald Larkin](#)
Subject: FW: [EXTERNAL] REDISTRICTING: CA ELECTION CODE SECTION 21534 PROVIDES INSIGHT TO THE DEGREE OF DISCRETION THE CA LEGISLATORS GRANTED CITIES.
Date: Friday, February 11, 2022 11:07:15 AM

Please supplement.

From: Armando Be [REDACTED] >
Sent: Friday, February 11, 2022 9:16 AM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] REDISTRICTING: CA ELECTION CODE SECTION 21534 PROVIDES INSIGHT TO THE DEGREE OF DISCRETION THE CA LEGISLATORS GRANTED CITIES.

Mayor Constantine, Council Members, and City Manager,

We strongly believe that our State Legislators grant the City sufficient discretion and flexibility to apply the factors in Election Code 21601 ©(1-4) in a way that best serves Morgan Hill. It is difficult to believe that our State Legislators chose to give paramount importance to contiguity and that it boxed the Council into a corner and completely removed the Council's discretion to decide the degree of "contiguity", when the word is qualified with the clause "to the extent practicable".

The correct standard to ascertain the meaning of statutory language is to look at the plain meaning of the words, the legislative history, and finally *to the reasonableness of the proposed construction*".

It is safe to assume that the Legislature carefully chose its word to denote the degree of discretion and flexibility it granted cities to apply the 4 factors to draw districts. The use of "shall" *with no qualifying words* commands *100% contiguity*, regardless of the consequences to achieve. On the other hand, the legislature uses words like "may give consideration" to denote flexible discretion. Within the continuum of the words "shall" and "may consider" lies the degree of discretion the Legislature grants cities when it includes the phrase "to the extent practicable".

The continuum denoted by the words in the CA Elections Code section 21534 ©(1-5) provides valuable insight to the degrees of discretion. This redistricting statute was amended in 2020 and took effect on January 1, 2021, the same as Election Code section 21601. It notes:

ELECTION CODE SECTION 21534

In order of priority*

"©(3) Districts ***shall*** be geographically contiguous."

"©(4) The geographic integrity of any city, local neighborhood, or local community

of interest shall be respected in a manner that minimizes its division **to the extent possible** without violating the requirements of paragraphs (1) to (3)."

"©(5) **To the extent practicable**, and where this does not conflict with paragraphs (1) to (4) inclusive, districts shall be drawn to encourage geographical compactness such that nearby areas of populations are not bypassed for more distant areas of population."

*Section 21534 ranking of the factors include the Federal requirements.

Section 21534 clearly demarks a continuum of degrees of discretion the Legislature granted that can be applied to Section 21601 (c)(1-4). The phrase "to the extent practicable" is third in the ranking of priority below "to the extent possible".

This word difference in the two clauses is important because the City Attorney says that the Section 21601 contiguous factor, qualified with "to the extent practicable", means "if it is possible and could be done, then it should be done". If that was the intended meaning the Legislature clearly would just have used the qualifying words "to the extent possible" (forced continuity) or 'shall be' without a qualifier clause to the continuity factor as it did in Section 21534. That the Legislators did not, is compelling evidence that the intent of the legislature was to grant cities some discretion and flexibility in applying the factors, including contiguity.

The "to the extent possible" clause best captures the city attorney's meaning "If it is possible and could be done, then it should be done". And, in Code section 21534 that clause is ranked one higher in the order of priority over "to the extent practicable". The definition of "to the extent practicable" does not appear to naturally capture the phrase "If it is possible and could be done, then it should be done".

The Section 21534 statutory words provide valuable insight and can assist in interpreting the Section 21601 (c) (1-4) factors. Since in section 21601 the contiguity factor is qualified by the phrase 'to the extent practicable' instead of "to the extent possible" that may be viewed as reasonable evidence that the Legislature did not require 100% contiguity or forced contiguity. In fact it is evidence that it left the city council discretion to declare District D as being contiguous to the "extent practicable".

The discretion granted by the CA Legislators is a discretion that the City should want to exercise, especially when the issue deals with the protection of voter's rights, preserving the integrity of communities of interest and protecting minority communities.

Relying on the opinion of the City Attorney, one council member commented "The Voters Rights Act was intended to protect voters and protect communities of interest .. and here we are, we come down with something from the State that says well that is not our primary concern, the primary concern is contiguity .. I don't see the logic, but it's the law, ... Sacramento, boy they missed the point." Even this councilmember appeared dismayed at the thought that the Legislators were abandoning the protection of communities of interest and minority communities.

As noted above, the courts apply a three-prong test to ascertain the meaning of the words in a statute- apply the plain meaning of the words, examine the legislative history, and finally assess *the reasonableness of the proposed construction*".

It does not appear reasonable to force a council member to conclude that the Legislators have forsaken the protection of communities of interest and the protection of minority communities. That the Legislators carefully chose the clause "to the extent practicable" for the continuity factor and ***not*** "to the extent possible, and ***not*** "shall" without a qualifier, is compelling evidence that our Legislators did in fact intended to protect communities of interest and minority communities.

We commend the Mayor and council members who have faith in our Legislative leaders. We applaud those council members who carefully assess the words "to the extent practicable", and give them the meaning that best reflects the legislative intent to protect our communities of interest and minority communities. We applaud those council members who are willing to exercise the degree of discretion inherent in the Legislators' word choice that protects minority communities and communities of interest.

We hope that the Mayor and council members recognize that our CA Elected Officials are more interested in protecting and advancing the communities of interest and minority communities over contiguity, especially when the boundary barriers are natural or jurisdictional.

It is our position that Public Map 103 would best serve Morgan Hill. The map retains the district boundaries that were drawn in 2017 to increase the probability that a representative of minority groups will get elected to the Council. It also respects the very important community of interests that runs along the Monterey Road corridor represented by District B and of Districts A,C, and D that branch out East and West from the corridor.

It is noted that the Asian Law Alliance wrote in an email to the council: "In our view, Public Map 103 does not violate the contiguity requirement of the Fair Maps Act. In fact, Public Map 103 is the only map that will keep the communities of interest in current District B together. As you well know, when the Election Code was amended, those amendments were intended to protect minority communities. We disagree with the City Attorney's opinion that districts must be 100% contiguous. The code clearly states that "to the extent practicable". We agree with the analysis by Armando Benevides (sp) in his February 8, 2022 email."

Please exercise the discretion and flexibility granted by the Legislature to the City and *declare* District D contiguous to the "extent practicable" in Map 103 or contiguous under the "Areas Separated by Water Connected by a Bridge" principle. We believe either declaration is legally appropriate to allow the Council to fairly consider the benefits of Public Map 103.

Regards,

Armando Benavides, Sally Casas, Mario Montemayor, Kathy Napoli, Rick Badillo, Ernesto Gomez, Delia Gomez, Roberto Aguirrez, Brenda Cayme, Yolanda Barba, Rob Guynn, Edith Duran, Alicia Cortez, Ruben Garcia, James Leslie, Sylvia Topete,

Patricia Darling, Luz Guerra, Juan Cardona, Alexandria Cayme, Emmanuel Vasquez, Cheryl Paxton, Joe Baranowski

cc: Broad distribution



ReplyReply allForward

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: [Christina Turner](#)
To: [Michelle Bigelow](#)
Cc: [Donald Larkin](#)
Subject: FW: [EXTERNAL] Redistricting
Date: Friday, February 11, 2022 1:08:33 PM

Please supplement.

From: Darcy Foster [REDACTED]
Sent: Friday, February 11, 2022 12:44 PM
To: Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>
Subject: [EXTERNAL] Redistricting

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

In light of the current concern over the redistricting of our voting districts, I would ask that the Council postpone any hasty decision regarding Districts B, C and D. More public discussion is needed.

Thank you,

Darcy Foster
16910 Sundance Drive

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Michelle Bigelow, Deputy City Clerk

APPROVED BY: City Manager

TALLER DE REDISTRIBUCIÓN DE DISTRITOS DEL CONCEJO MUNICIPAL

RECOMENDACIÓN(S)

1. Revisar y discutir borradores de mapas; y
2. Proporcionar instrucciones al personal sobre qué mapas y/o cambios presentar en la audiencia pública del 2 de marzo de 2022 para su revisión y adopción.

Hora prevista: 90 Minutes

NARRATIVA DEL INFORME:

Las ciudades que tienen distritos del Concejo Municipal están obligadas a revisar y, si es necesario, debido a cambios en la población o las leyes que rigen los distritos, volver a trazar los límites del distrito cada diez años después del censo federal. Aunque los distritos de Morgan Hill solo se implementaron en 2017, se basaron en datos del censo 2020. El proceso de redistribución de distritos del Concejo Municipal requerido por la Ciudad comenzó en agosto de 2021. Para este taller, el Concejo Municipal y la comunidad revisarán y discutirán todos los borradores de mapas que han sido presentados. El demógrafo de la Ciudad, Corporación Nacional de Demografía, revisará cada mapa y explicará los detalles de los mapas y si cumplen con todos los requisitos. Después de recibir comentarios de la comunidad sobre los mapas preliminares, el personal recomienda que el Concejo proporcione al personal y al demógrafo instrucciones sobre qué mapas presentar para su modificación y/o adopción en la Audiencia Pública del Concejo Municipal del 2 de marzo de 2022.

From: Tom Tryfoss
To: [Councilmembers](#)
Cc: [Councilmembers@org.mhll.ca.gov](#)
Subject: [EXTERNAL] Redistricting Map 103
Date: Saturday, February 12, 2022 5:04:35 PM

Dear Mayor Constantine and Council Members,

In 2017, the Morgan Hill Council *switched to district elections in response to community leaders' concerns about the lack of representation in the Council of historically marginalized minority communities*. District B was drawn to encompass its unique community of interest and, because the demographic features along the Monterey Road corridor boundaries would best realize the objective to have a member elected to the Council from such marginalized minority communities. In 2018, District B voters elected a Latino, which diversified the Council.

The 2019-2021 amendment to section Election Code 21601 (c)(1)-(4), intended to protect minority communities, provides a list of requirements for redistricting according to guidelines in the VRA. In order of priority "contiguity" is first in the list followed by "communities of interest". Each factor on the list is qualified with "To the extent practicable" and "shall".

The city attorney opinions the meaning of "priority" and "to the extent practicable" requires Districts to have 100% contiguous boundaries solely because contiguous is listed first on the list. He opines that the words "to the extent practicable" mean impossible based on the application of similar words "frequently" used in environmental statutes. The standard for interpreting the meaning of words in a statute is the "plain meaning" of the words. So, if ANY contiguity is possible, he reasons it must be 100% achieved regardless of what happens to the communities of interests. His opinion, if applied to Morgan Hill, basically forces a break-up and severance of District B and D and greatly reduces the chance that members of historically marginalized minority communities will be elected to serve on the Council. The result is that only District maps can be drawn which divide current Districts B and D and rejoin the pieces into two dissimilar halves.

DISTRICT D CAN BE DECLARED 100% CONTIGUOUS IN TWO WAYS. The two areas of District D are separated by county land, which makes it impossible to achieve 100% contiguity, a jurisdictional barrier. We are interpreting the words in the statute to mean that where there are jurisdictional barriers, the city can declare a district boundary is contiguous "to the extent practicable". Such an interpretation, based on the plain meaning of the words, would serve well to protect the community of interest of District B and D as they currently exist. The statute provides "Areas Separated by water connected by a bridge, tunnel, or regular ferry service are contiguous". We read that as a principle that so long as there is the ability for people to freely travel between separated areas, the boundary is contiguous. In District D, the two areas are connected by a vast network of county roads and highway 101 so people can easily travel to and from the areas.

THE CITY ATTORNEY DID NOT CORRECTLY DISTRIBUTE THE CITY COUNCIL. One position is that the meaning of the words are ambiguous, inconclusive, and open to interpretation depending on whether one reads a statute or a broad interpretation to the plain meaning of words within the context of the intent of the legislature. The City Attorney's opinion relies on the "Required" application of the words to environmental statutes and not on the plain meaning of the words. However, the attorney went beyond just rendering his opinion as to words meaning. He declared that Public Map 103 is "Illegal". After declaring the map "Illegal" he then declared that if the council were to approve Public Map 103 that the "City would probably be used by the California Attorney General or somebody else looking to get attorney's fees on a pretty easy case".

It is quite apparent that the intent/outcome of the City Attorney's extraneous declarations was to detrimentally chill (intimidate) the Council to not consider or select Public Map 103. In fact, after he made the comments one council member declared that the City Attorney has an excellent reputation and that other city attorneys seek his advice. Another commented that in fact the CA Attorney General would sue "a small town like Morgan Hill".

The City Attorney has an obligation to render opinions that are fair, objective, and impartial. We believe it was wrong for the City Attorney to declare Map 103 "Illegal" and that if the Council selects it that the California Attorney General will sue Morgan Hill. He has not instructed the City Council that his advice/opinion of the meaning of the words in the statute serve only as advice and that the council can consider it along with any other interpretations of the words submitted by the public and may fairly consider all maps from the perspective of the legislative intent to protect minority communities. The Attorney's opinion appears to suggest to the council and the community that his interpretation of the statute has the force of law and therefore the council is not free to consider any other interpretations or risk being sued (speculations). He has failed to instruct the City Council that they can, and indeed have a legal duty to, consider all interpretations of the meaning of the words of the statute submitted for its consideration and may evaluate Public Map 103 fairly, along with the other maps, without fear that they are going to select an illegal map or fear that the California Attorney General is going to sue the city.

The words "priority" and "to the extent practicable" are ambiguous and inconclusive and subject to differing interpretation depending on whether one seeks to prioritize 100% contiguous boundaries, even when there are jurisdictional barriers that prevent that, or one wants to prioritize communities of interests and to increase the chances that those historically marginalized minority communities have a representative in the city council.

I anticipate that the City Council will select a map on February 16, 2022. I believe Public Map 103 should be fairly considered along with the other maps without the stigma of being labeled "Illegal" and speculations that the California Attorney General is going to sue Morgan Hill if the council selects that map for its 2020 districts. I request Mayor Constantine act to ensure that the City Attorney takes corrective action to remove the stigma to Public Map 103 and the fear that he created by his extraneous comments. I request Mayor Constantine to ensure that the City Attorney provides proper instructions to the Council regarding its oversight role and responsibility to fairly consider all reasonable interpretations as to the plain meaning of the words in the statute offered by the public and to fairly consider all maps submitted, including Public Map 103.

I request Mayor Constantine to assure the public and the Council that the City Attorney is obligated to forcefully defend any interpretation of the meaning of the words of the statute that three of you chose to adopt and the map that three of you select, including Public Map 103. The burden of proof in litigation brought by anyone to challenge your decision just requires that your decision was not arbitrary, capricious, or not supported by any evidence. With such low burden of proof, I am confident that our City Attorney will have an easy case to win if you select the best map for Morgan Hill, Public Map 103. (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (<https://go2.usinfo.state.gov/usa/links.htm?linkID=187&linkName=US%20Embassy%20Morgan%20Hill%20CA%20Attorney%20General%20Public%20Map%20103>) (

From: [Sandra Lim](#)
To: [CityCouncil](#)
Subject: [EXTERNAL] Redistrict map
Date: Sunday, February 13, 2022 9:45:13 AM

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

I support map number 103 that better represents minorities in our city.

Sandra Lim
670 Count Fleet Court
Morgan Hill

[Sent from Yahoo Mail for iPhone](#)

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

**FOR IMMEDIATE DISTRIBUTION TO THE
MAYOR AND CITY COUNCIL MEMBERS**

February 15, 2022

From,
Morris J. Baller
Goldstein, Borgen, Dardarian & Ho
155 Grand Avenue, Suite 900
Oakland, CA 94612

Via E-Mail Only

To,
Michelle Bigelow
City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 9503

Michelle.Bigelow@morganhill.ca.gov

Re: City Council Redistricting

Dear Mayor Constantine and Members of the City Council:

I write to you from the perspective of a voting rights attorney who was personally involved in, and largely responsible for, the City of Morgan Hill's decision to change its election system from at-large to by-district elections in 2017, in order to comply with the California Voting Rights Act. As you may know, and can confirm from a review of the demand letter that I sent to the City at that time and the public records regarding the City's response to my letter, the underlying basis of the demand for Morgan Hill to change its election system was the historically nearly-complete absence of Latino/a Council members and the inability of Morgan Hill's large population of Latino voters to elect candidates of their choice under the at-large system given the presence of racially polarized voting patterns that existed in Morgan Hill as they do in most California municipalities. Those facts exposed the City to a lawsuit by Latino voters under the CVRA, which I and my firm, Goldstein Borgen Dardarian & Ho, were prepared to bring if necessary at that time. To both its own credit and the benefit of its residents, the City quickly and "voluntarily" changed its election system, avoiding the necessity of litigation. The resulting change in both election outcomes and governance in the City within the few brief years since then has been remarkable, and, I firmly believe, beneficial to all portions of the community from a democratic and representational standpoint.

Now, however, it's my understanding that the City is considering the adoption of a decennial redistricting map that would to a significant extent undo the gains and advantages achieved by the City's change in its election system, to the detriment particularly but not exclusively of the Latino and lower-income communities whose voting strength had been diluted under the at-large election system and could once again be diluted should the City disregard or subordinate the community of interest among Latinos and lower-income residents – and other

**FOR IMMEDIATE DISTRIBUTION TO THE
MAYOR AND CITY COUNCIL MEMBERS**

Michelle Bigelow

-2-

February 15, 2022

residents of both current District B and current District D without regard to their ethnic or income level profile – in adopting a new district map.

In order to avoid that outcome, and to remain faithful to the underlying goal of eliminating racial discrimination in elections, I strongly urge you to adopt a map that preserves intact the areas now within Districts B and D, to the extent possible consistent with the necessity to preserve population equality, and to reject any map plan that divides each of those areas and rearranges them into two new districts oriented along a west-to-east axis crossing the current natural dividing line of Highway 101. Avoiding those evils would protect the City from potentially divisive and costly litigation: the current hybrid election system, with its at-large mayor election, remains an “at large election system” under the definition of the CVRA’s section 14026(c), and any districting plan that has the *effect* of discriminating against Latino voters would also be subject to legal challenge under Section 2 of the federal Voting Rights Act. But more importantly, a map retaining the basic configuration of the current districts B and D would promote the fair representational goals of the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act of 2018, the principle of respecting communities of interest, and good governance and political responsiveness of the City Council in relation to all of Morgan Hill’s residents. Such a map has been presented to the Council and is available for consideration for adoption with whatever further small adjustments may be necessary to preserve population equality and other legitimate factors – Map 103. The City should adopt and use that map for its elections over the next decade.

The legal principles governing redistricting under Elections Code section 21601(c) and their application to Morgan Hill – with its unusual geography including a “hole” consisting of County land between the northern and southern sections of what is now District D – have been fully and appropriately described and analyzed by an active group of your citizens coordinated, and articulated in a series of letters and petitions, by Armando Benavides with the participation and support of many other Morgan Hill voters. I am very familiar with those communications and with the preliminary opinions of the City Attorney on this matter. I sincerely believe that Mr. Benavides’ arguments are correct, and respectfully suggest that the City Attorney’s position is based on an unnecessarily and incorrectly rigid interpretation of the “contiguity” requirement of section 21601(c)(1), and on a concomitantly incorrect disregard of the other districting factors spelled out in subsections (c) (2), (3), and (4), especially the community of interest factor embodied in subsection (c)(2). As has been pointed out, the legislative purpose underlying the 2018 Act was to prevent gerrymandering via “cracking” or “packing” that would diminish minority communities’ voting strength; the requirement to achieve contiguity “to the extent practicable” and consistent with the other districting factors – including, most importantly, keeping COIs together - was intended to protect minority and COI voting strength, not to diminish it by a wooden interpretation that effectively makes a narrowly defined contiguity factor eliminate all other considerations. It would be not just ironic, but tragic, if Morgan Hill were to cancel out the most practically significant gains of its recent election system change in

**FOR IMMEDIATE DISTRIBUTION TO THE
MAYOR AND CITY COUNCIL MEMBERS**

Michelle Bigelow

-3-

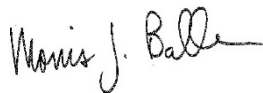
February 15, 2022

the mistaken belief that it is thereby bowing to the Legislature's actual intention, when that intention was to empower – not disenfranchise – minority voters.

I could elaborate on these points, but I don't believe it is necessary or would be productive to add another "lawyer letter" or legal analysis to the ones that Mr. Benavides has so ably presented. Instead, I appeal to you, in the interest of both the City and its Latino *and other* residents, and in the interest of the quite different communities of residents in Districts B and D as currently configured, to enact Map 103 or another map that preserves the present configuration of those areas of the City without "cracking" them in a way that would have adverse effects both racially and politically.

The history of voting rights in California, unlike many parts of our country, has been one of steady progress toward greater democracy *and* racial fairness. Morgan Hill made an important and praiseworthy advance that served both of those interests in 2017, and better and more responsive governance has resulted. It would be a disservice to those goals and a huge step back from their achievement to enact a districting plan that divides not just one but *two* communities of interest, one of which includes a strong plurality or majority of lower-income and racial-minority residents concentrated in the central corridor area. The City has much to gain, and nothing to lose, by "doing the right thing."¹ Morgan Hill should opt to continue moving forward, and not regress politically backward, in its revision of the district maps.

Sincerely yours,



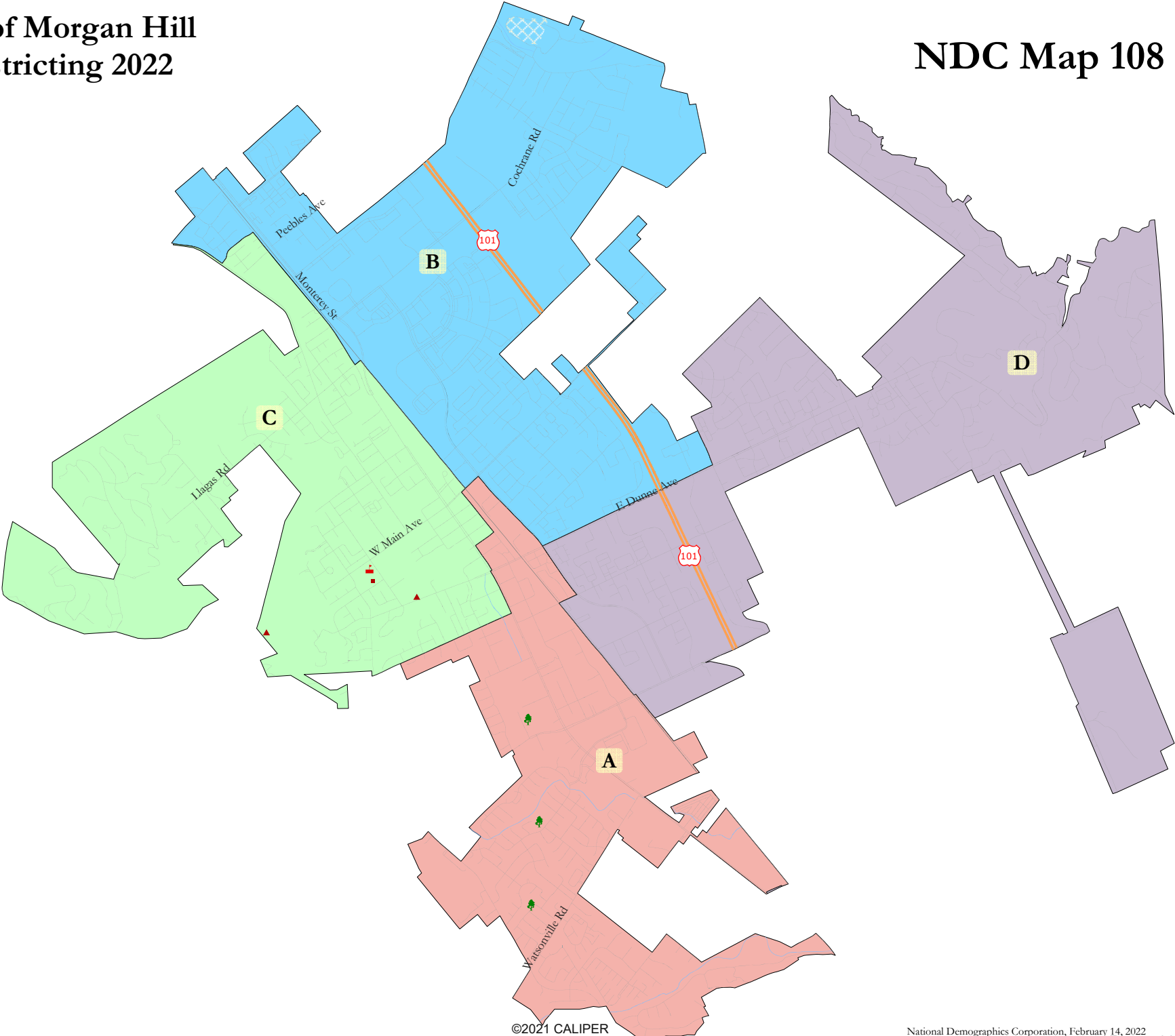
Morris J. Baller

Cc: Official list serve: citycouncil@morganhill.ca.gov
Armando Benavides, Esq.

¹ It is wildly improbable that the State Attorney General – the author of the FAIR ACT and a strong advocate for minority voting rights – would even consider suing Morgan Hill for adopting a map based on the kind of holistic and flexible interpretation of section 21601 (c)(3) that Mr. Benavides correctly urges the City to utilize. It is far more likely that minority voting rights advocates would sue the City for discrimination in districting if it were to split or crack the District B area.

City of Morgan Hill
Redistricting 2022

NDC Map 108



NDC 108						
District		A	B	C	D	Total
	Total Pop	11,167	11,445	11,383	11,571	45,566
	Deviation from ideal	-225	53	-9	179	404
	% Deviation	-1.98%	0.47%	-0.08%	1.57%	3.55%
Total Pop	% Hisp	38.0%	29%	40%	26%	33%
	% NH White	43%	42%	41%	50%	44%
	% NH Black	3%	2%	2%	3%	3%
	% Asian-American	12%	24%	14%	18%	17%
Citizen Voting Age Pop	Total	6,804	7,088	7,177	8,836	29,905
	% Hisp	24%	26%	29%	19%	24%
	% NH White	57%	50%	55%	61%	56%
	% NH Black	3%	2%	2%	3%	2%
	% Asian/Pac.Isl.	14%	20%	13%	16%	16%
Voter Registration (Nov 2020)	Total	6,669	7,172	6,554	7,724	28,119
	% Latino est.	25%	23%	28%	20%	24%
	% Spanish-Surnamed	23%	21%	26%	18%	22%
	% Asian-Surnamed	5%	13%	8%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	1%	2%
	% NH White est.	66%	60%	62%	68%	64%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2020)	Total	5,695	6,194	5,470	6,759	24,118
	% Latino est.	23%	22%	26%	19%	22%
	% Spanish-Surnamed	22%	20%	24%	17%	21%
	% Asian-Surnamed	6%	13%	8%	9%	9%
	% Filipino-Surnamed	1%	2%	2%	2%	2%
	% NH White est.	68%	62%	64%	69%	66%
	% NH Black	3%	2%	2%	2%	2%
Voter Turnout (Nov 2018)	Total	4,092	3,996	3,848	5,083	17,019
	% Latino est.	19%	19%	23%	17%	20%
	% Spanish-Surnamed	18%	18%	21%	16%	18%
	% Asian-Surnamed	4%	10%	6%	7%	7%
	% Filipino-Surnamed	1%	2%	1%	1%	1%
	% NH White est.	73%	67%	69%	72%	70%
	% NH Black est.	3%	2%	2%	2%	2%
ACS Pop. Est.	Total	10,206	10,617	11,411	12,286	44,520
Age	age0-19	29%	28%	27%	27%	28%
	age20-60	50%	53%	53%	53%	52%
	age60plus	22%	18%	19%	21%	20%
Immigration	immigrants	18%	20%	21%	16%	18%
	naturalized	55%	64%	50%	71%	59%
Language spoken at home	english	75%	68%	65%	74%	70%
	spanish	18%	17%	22%	12%	17%
	asian-lang	6%	10%	8%	8%	8%
	other lang	2%	5%	5%	6%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	10%	16%	8%	11%
Education (among those age 25+)	hs-grad	36%	38%	43%	39%	39%
	bachelor	35%	27%	21%	31%	28%
	graduatedegree	13%	17%	13%	15%	15%
Child in Household	child-under18	35%	45%	36%	39%	39%
Pct of Pop. Age 16+	employed	65%	64%	68%	69%	67%
Household Income	income 0-25k	8%	9%	6%	7%	7%
	income 25-50k	11%	8%	16%	12%	12%
	income 50-75k	11%	8%	15%	9%	11%
	income 75-200k	44%	39%	44%	45%	43%
	income 200k-plus	25%	36%	18%	28%	26%
Housing Stats	single family	83%	92%	76%	88%	85%
	multi-family	17%	8%	24%	12%	15%
	rented	27%	14%	39%	25%	27%
	owned	73%	86%	61%	75%	73%
Total population data from 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.						

Communities of Interest Feedback

Item # 01

**AGENDA DATE: 2/16/2022
SUPPLEMENT # 5**

From: [D. Muirhead](#)
To: [Redistricting](#)
Subject: [EXTERNAL] MH redistrict "concept" map Monterey Corridor
Date: Thursday, November 4, 2021 9:45:41 PM
Attachments: [mh.redistrict.mont_corr.ddm.pdf](#)

Hello City Dividers,

This is a "concept" map of my interpretation of a Community of Interest which is Economic Interests and Opportunity Zones. Other than this one COI, I see the entire city as having no other significant local concentrations deserving particular identification as a Community of Interest.

My view is that the City Council and Administration have a "hub-and-spoke" view of businesses, where the "hub" is Downtown and everything else are "spokes". The Downtown has an existing Specific Plan. There is also documentation (level of seriousness unknown) for a Monterey Corridor, which extends business and housing intents north from Main Ave. and South from Dunne. This is desirable in my view so as to have cohesion of business and residential development along the entire length of Monterey. It also is my reaction to a comment from a Planning Commissioner who objected to certain high-end retail being included in a south-city project (on Monterey between Watsonville and Oakwood School) because it would compete with Downtown businesses.

This is the best I can do given the coarseness of the population units and their shapes. Being that the districts do not balance in population, this proposal can only convey a thought. Shortening the corridor might allow more population-balanced although non-compact districts, but I really want us to think of Monterey as continuous from the north end of the city to the south end.

[mh.redistrict.mont_corr.ddm.pdf](#)

Best wishes, Doug Muirhead, Morgan Hill resident

target 11392 +/- 1140 = 10252 - 12532

District B 10880 1/2 of old eastern districts B and D

District D 8488 1/2 of old eastern districts B and D

District C 16867 combines old A and C

District A 18162 replaces old A with new Monterey Corridor

note that all ".5" reflect an arbitrary division of population in half

District A $5557 + 10688 + 1917 = 18162$

$a1\ 276 + a2\ 740 + a3\ 1662 + a4.5\ 79 + a5\ 350 + a6\ 1727 + a7\ 723 = 5557$
 $+ a8\ 1500 + a9\ 907 + a9.5\ 5503 + a10\ 871 + a11\ 873 + a12\ 1034 = 10688$
 $+ a13.5\ 532 + a14\ 246 + a15.5\ 293 + a16.5\ 576 + a17\ 561 + a18\ 0 = 1917$

District C $11053 + 5128 + 686 = 16867$

$c1\ 1164 + c2\ 296 + c3\ 1661 + c4\ 871 + c6.5\ 5503 + c7\ 1026 + c8.5\ 532 = 11053$
 $+ c9.5\ 293 + c5\ 794 + c10.5\ 576 + c11\ 1473 + c12\ 476 + c13\ 573 + c14\ 941 = 5128$
 $+ c15\ 686 = 686$

District D = 8488

$d0\ 0 + d1\ 3450 + d2\ 2215 + d3\ 2472 + d4\ 276 + d5\ 75 = 8488$

District B $3348 + 6108 + 1424 = 10880$

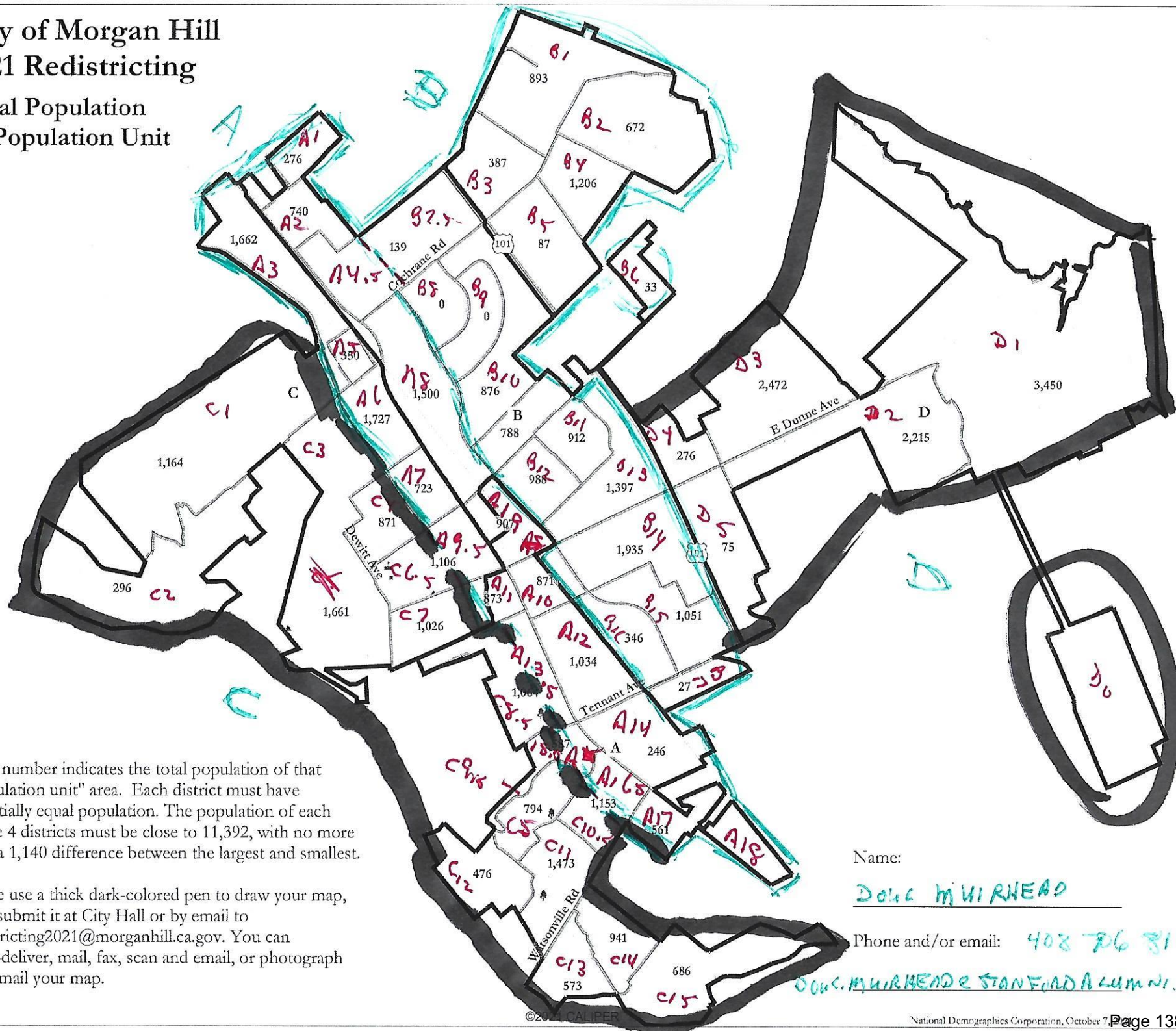
$b1\ 893 + b2\ 672 + b3\ 387 + b4\ 1206 + b5\ 87 + b6\ 33 + b7.5\ 70 = 3348$
 $+ b8\ 0 + b9\ 0 + b10\ 876 + b11\ 912 + b12\ 988 + b13\ 1397 + b14\ 1935 = 6108$
 $+ b15\ 1051 + b16\ 346 + b17\ 27 = 1424$

Except for the tail created for incumbent protection last time,
I like my district (A) in the south end of town. We have a little
bit of everything: single-family and multi-unit housing, a school,
two large parks, a City facility, shopping centers, and a mix
of commercial and industrial businesses.

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

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:

DONC MUIRHEAD

Phone and/or email:

408 76 8150

DONC.MUIRHEAD@STANFORDALUMNI.ORG



Hoja de trabajo de la comunidad de interés

Cómo documentar su comunidad de interés:

1. ¿Cuál es la naturaleza del interés social o económico común de su comunidad? Puede describir cuáles son los intereses comunes de su comunidad y por qué o cómo son importantes.

La mayoría de mi comunidad rentamos todo vivimos en apartamentos la mayoría ganamos 0 a 50 mil. Soy español, inglés y otros. Lengua - No educación a high school mas facil y mas barato.

2. ¿Dónde está ubicada su comunidad? Puede definirlo por vecindario, calles, dirección, proximidad a un punto de referencia clave (como una escuela o un centro comunitario) u otros límites.

Yo vivo en Buellfield av. estoy cerca 101 Hwy vivo en una escuela Barrett elementary School.

3. ¿Cuáles son los delimitadores / límites geográficos de su vecindario? Ejemplos de definidores / límites pueden ser carreteras, caminos, ríos, colinas o parques.

Mi Area es cerca 101 West. Menlo Park av. Dunne av. y Monterey Rd.

4. ¿Cuál es la razón fundamental para que se utilice su comunidad de interés en esta redistribución de distritos? Por favor, describa cómo los asuntos ante el Ayuntamiento tienen un impacto único en su grupo.

Ustedes deberían considerar las personas de familia de bajos ingresos que mucho renta, viven en apartamentos y el trafico y necesitamos una persona que entienda la comunidad y sus necesidades.

5. ¿Qué le gusta de las líneas distritales actuales? ¿Qué le disgusta de las líneas distritales actuales?

Me gusta porque tenemos una persona que entiende a la comunidad y trabaja con ellos. Nunca abiamos tenido una persona que entendiera a nuestra.

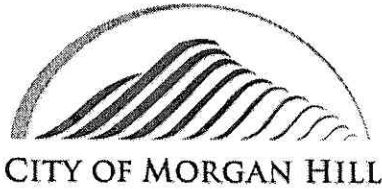
Opcional: Comunidades en el Distrito B actual.

Nombre: Ernesto Gómez.

Dirección de correo electrónico: gromasa37@gmail.com.

¿Es usted un residente de Morgan Hill?

☒ Sí ☐ No



Hoja de trabajo de la comunidad de interés

Cómo documentar su comunidad de interés:

1. ¿Cuál es la naturaleza del interés social o económico común de su comunidad? Puede describir cuáles son los intereses comunes de su comunidad y por qué o cómo son importantes.

we only speak Spanish. we are born in Mexico. Renting
Nuestro Apt. we have rent. Some are Mexican, no
vive en México; nuestra renta es subvención.
somos seniors

2. ¿Dónde está ubicada su comunidad? Puede definirlo por vecindario, calles, dirección, proximidad a un punto de referencia clave (como una escuela o un centro comunitario) u otros límites.

MONTGOMERY & DWIGHT ROAD

3. ¿Cuáles son los delimitadores / límites geográficos de su vecindario? Ejemplos de definidores / límites pueden ser carreteras, caminos, ríos, colinas o parques.

101 MONTGOMERY ROAD. STRIP MALL! GAS STATION
CALHOUN PARK, LIBRARY, MONTGOMERY ROAD.

4. ¿Cuál es la razón fundamental para que se utilice su comunidad de interés en esta redistribución de distritos? Por favor, describa cómo los asuntos ante el Ayuntamiento tienen un impacto único en su grupo.

porque es importante, se tiene que tomar decisiones
muy importantes, un representante que conozca las
situaciones de su vecindario. Necesitamos un representante
que nos entienda.

5. ¿Qué le gusta de las líneas distritales actuales? ¿Qué le disgusta de las líneas distritales actuales?

no se nada de eso.

Opcional:

Nombre: RICARDO MARTINEZ

MARTHA EDONZALEZ

Dirección de correo electrónico:

¿Es usted un residente de Morgan Hill?

Si/No



Community of Interest Worksheet

How to Document Your Community of Interest:

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

I am low income. Rent my place. I speak English + Spanish. Children married. live in a small apartment. Low income apartments.

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

Monterey Ave. + Wright. Right in front of Monterey Rd.

3. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Monterey Rd. In front of gas station. Strip mall.

4. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

A Rep. that understands + helps low income people. And provides for low income.

5. What do you like about the current district lines? What do you dislike about the current district lines?

Have a Rep. that understands needs for low income people.

Optional:

Name: Teresa Carter

Email Address:

Are you a resident of Morgan Hill?

☒ Yes ☐ No



Community of Interest Worksheet

How to Document Your Community of Interest:

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

monterey st- TRAILER English/Spanish
clean-up Rent 1 yr col low income
VOTER AGE

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

wright / monterey st.

3. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

monterey Rd.

4. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

What someone do represent me & my com-
bination that include people struggle to make
the meet.

5. What do you like about the current district lines? What do you dislike about the current district lines?

My represent represents me & share my values & I like that
SHARES

Optional:

Name: Anthony W. Martinez

Email Address:

Are you a resident of Morgan Hill?

Yes/No

From: [D. Muirhead](#)
To: [Michelle Bigelow](#)
Subject: [EXTERNAL] MH redistrict (working) list of locations/categories of interest
Date: Sunday, October 31, 2021 8:08:04 PM

FWIW, DougM

Hello Michele,
Here is my working (and messy) list of locations/categories of interest,
First is NDC COI from their Story Map.
Then my list with various levels of detail.
Very little info found on city web site although search
often returns lots of (irrelevant) entries
Then a repeat of
Communities of Interest from Water District presentation
Communities of Interest from MH staff report to City Council
Regards, DougM

look at NDC Story Map <https://arcg.is/1bbOru>
citizen voting age pop: latino, asian-american, african-american, white
renters
apartments
Income over \$75K
College Degree
Speak Spanish at home
Households with children

districtR.org - no morgan hill
Caliper's "Maptitude Online Redistricting"
MH Public Participation Kit - Paper Map w/ Population Count - want GIS shapefile

want morgan hill details

Master Street Tree Plan, 7 tree districts
Urban Forestry Project, December 2018
Zone 9 of the USDA Hardiness Zone Map

subdivisions (note if gated)
jackson oaks, holiday lake estates,
coyote estates <cochrane/peet>, mission view <cochrane/peet>,
alicante <peet>, borello ranch <peet>
quail hollow <wattsonville/santa teresa>,
<race horse streets e.g. native dancer>
mirasol <hale/stoney creek>, stonebridge <hale/clove>,
capriano <hale/curry>

apartments
affordable

Morgan Hill Affordable Apartments and Income Statistics Sep 26, 2018
<https://www.morgan-hill.ca.gov/documentcenter/view/23635> [40 locations]

Housing Resource Guide Updated 08-20-2021 Aug 20, 2021
<https://www.morgan-hill.ca.gov/documentcenter/view/19598>
[15 affordable, 6 senior, 8 market rate]

senior

westmont <cochrane>

renters

parks/trails

county: coyote creek trail, anderson visitor center

city: <https://www.morgan-hill.ca.gov/244/Parks-and-Open-Space>

Map and Park List

hoa

city facilities: city hall, council chambers, crc, ccc,
outdoor fields, swim center, police hq

schools + headquarters <<https://www.mhusd.org/about/find-your-school>>
[need to remove San Jose and San Martin locations:]

Elementary: Barrett, El Toro, Los Paseos, Nordstrom, P.A. Walsh,
Paradise Valley

K-8: Jackson, San Martin/Gwinn

Middle: Lewis H. Britton, Martin Murphy

High: Ann Sobrato <burnett>, Live Oak <main>

Continuation: Central High School

Adult: Community Adult School

Headquarters: 15600 Concord Circle Morgan Hill, CA 95037

mobile homes + rv parks

Madrone Mobile Estates <burnett>

hacienda Valley Estates <burnett>

Woodland estates (w.main/native dancer>

monterey corridor and downtown specific plan

small retail and personal services

professional health services

De Paul Medical and Urgent Care

Park Plaza <hale>

shopping centers

Cochrane Commons, Tennant Station, Vineyard, Madrone Village?

Morgan Hill Center <main/hale>

Madrone Business Park and Morgan Hill Ranch Industrial Park

MorganHill_Business_Ecosystem_Map Aug 26, 2021

<https://www.morgan-hill.ca.gov/documentcenter/view/22307>

industrial/commercial

gas stations/snack shops/car washes

historical sites

Morgan Hill Historical Society Apr 26, 2021

<https://www.morganhillhistoricalsociety.org/>

cultural centers

churches

Languages spoken

Tourism Areas

levels of income or education

major streets 101, butterfield, monterey, hale/sunnyside,
cochrane, main, dunne, tennant

Communities of Interest from Water District presentation

- Historical communities · Tourism Areas
- Economic interests · School districts
- Racial composition · Outdoor recreation areas
- Ethnic Areas · Communities defined by natural
- Cultural amenities
- Religious facilities resource features
- Immigrant communities · Downtown / Urban
- Languages spoken · Rural or Agricultural
- Geographic features · Homeowner or Renters
- Neighborhoods · Creative arts communities
- Economic opportunity zones · Media markets

Communities of Interest from MH staff report to City Council

1. School attendance areas;
2. Natural dividing lines such as major roads, hills, or highways;
3. Areas around parks and other neighborhood landmarks;
4. Common issues, neighborhood activities, or legislative/election concerns; and
5. Shared demographic characteristics, such as:
 - a) Similar levels of income or education;
 - b) Languages spoken at home; and
 - c) Single-family and multi-family housing unit areas.

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the



Community of Interest Worksheet

Redistricting Process in 2021-2022

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. This process, called redistricting, is important in ensuring that each Councilmember represents about the same number of constituents. Redistricting is done using U.S. Census data, which is anticipated to be released around September 30, 2021. For the City of Morgan Hill, the redistricting process must be completed by April 17, 2022.

Your input is needed to redraw voting districts for Councilmembers, and one way you can participate is by assisting the City in developing a list of “communities of interest” or “COI” that can be utilized in the process to redraw district lines.

What do the existing council districts look like?

You can find an interactive map of the City’s current Councilmember districts here: <https://www.arcgis.com/apps/View/index.html?appid=a18138a3131c4689975d24ebf3cb5ab5>

What is a Community of Interest?

A Community of Interest is a group of people that: share common social or economic interests, live in a geographically definable area, and should be included within a single district for purposes of effective and fair representation in future elections.

There are some communities of interest that are considered “protected classes” in that they have rights through state or federal civil rights or voting rights laws. Some examples of protected classes in districting would be ethnic and racial minorities such as a concentration of Latinx, Asian, Black, or African American people.

There are other potential Communities of Interest that can also be considered in districting, such as: senior citizens, college students, people who live in a particular neighborhood, or even people who share concerns such as parents with young children, bicycle enthusiasts, topic interest group, etc. Communities of Interest do not include relationships with political parties, incumbents, or political candidates.

What You Can Do to Participate in the Process

1. Provide your comments on your community of interest. If you need additional space for your responses to the questions, then please feel free to attach a sheet of paper.
2. Please return the completed worksheet via email to redistricting2021@morganhill.ca.gov or pick up and drop off a hard copy to City Hall, City Clerk’s Office, 17575 Peak Ave. Alternatively, you may also complete the online form on our website www.MorganHillRedistricting2021.com.
3. Attend the City’s Community Workshops and Public Hearings. The most-up-to-date schedule is available on our website www.MorganHillRedistricting2021.com.



Community of Interest Worksheet

How to Document Your Community of Interest:

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.
 - Elementary School alignment
 - Level of education of homeowners
 - Similar job fields
 - Similar interests
2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.
 - Nordstrom area back at the edge of Hill Rd and Diana
3. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.
 - Dunne, Hill, Diana, Cochrane and Anderson Dam
4. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.
 - We do not want the current boundary redistricted. I am concerned the redraw will under the veil of voting rights will have people from the other side of town with no knowledge, vested interest or understanding of impact to our homeowners/community be able to influence decisions for us.
5. What do you like about the current district lines? What do you dislike about the current district lines?
 - No dislike
 - Likes: similar homeowners/single family, income, education, household sizes/children, close to trails/parks, economic interests, natural lines and shared interests on what happens in the district.

Optional:

Name:

Email Address:

Are you a resident of Morgan Hill? Yes

From: noreply@civicplus.com
To: [CityClerk](#); [Michelle Bigelow](#); [Angie Gonzalez](#)
Subject: [EXTERNAL] Online Form Submittal: Community of Interest Worksheet (2021 Redistricting)
Date: Wednesday, January 26, 2022 2:38:16 PM

Community of Interest Worksheet (2021 Redistricting)

Name: Julie Allen

Email Address:

[REDACTED]

Are you a resident of Morgan Hill?

Yes

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

East side by Anderson. Keeping green space and keeping dam project on time or ahead of time preferably.

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as school or community center), or other boundaries.

Holiday Lake Estates

3. What are the geographic definers/boundaries of your neighborhood? examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

East of Hill Road.

4. What is the rationale for your community of interest to be used in this districting? Please

Dam rebuilding and mitigation measures. Homes near the dam and hillside homes by the dam and below the dam should be kept together because we have most of the same concerns.

describe how the issues before the City Council have a unique impact on your group.

5. What do you like about the current district lines? What do you dislike about the current district lines?

I think the boundaries of District D are fine and do not need to be changed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#); [Michelle Bigelow](#); [Angie Gonzalez](#)
Subject: [EXTERNAL] Online Form Submittal: Community of Interest Worksheet (2021 Redistricting)
Date: Monday, January 17, 2022 9:03:42 PM

Community of Interest Worksheet (2021 Redistricting)

Name: Hope-Sutton Salvador

Email Address:

Are you a resident of Morgan Hill? Yes

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important. Christian faith based community

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as school or community center), or other boundaries. Peek Ave St. Catherine's

3. What are the geographic definers/boundaries of your neighborhood? examples of definers/boundaries could be highways, roads, rivers, hills, or parks. My resident address is located in the same district as my COI. However I do not see how COIs can reasonably influence redistricting since they span multiple districts. I think this approach is very confusing and has not been explained in clear enough terms for the community to respond in a valid manner.

4. What is the rationale for your community of interest to be used in this districting? Please I have no rationale because you haven't provided the parameters by which I can effectively present an argument for or against. Just because I am Christian and self identify as a Christian do I get additional representation at council meetings? If I self identify as a POC do I get further consideration when the council makes

describe how the issues before the City Council have a unique impact on your group.

decisions that influence me, regardless of where I live? This is not a valid survey and should be discounted when trying to build a rational for redrawing lines.

5. What do you like about the current district lines? What do you dislike about the current district lines?

My district in its current form looks to adequately represent homeowners with large properties. I don't understand why the district are drawn the way they are. So first I would put out information that explains why they were drawn the way they were in the first place. Then let's have a discussion about what, if anything, needs to be changed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#); [Michelle Bigelow](#); [Angie Gonzalez](#)
Subject: [EXTERNAL] Online Form Submittal: Community of Interest Worksheet (2021 Redistricting)
Date: Saturday, January 15, 2022 10:36:44 PM

Community of Interest Worksheet (2021 Redistricting)

Name: Vera Todorov

Email Address:

[REDACTED]

Are you a resident of Morgan Hill?

Yes

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

Enjoyment of nature, stable government, recreational and educational opportunity, healthy business growth with well paying jobs, family supporting facilities.

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as school or community center), or other boundaries.

Anderson Lake area between East Dunne and Rosandin Park

3. What are the geographic definers/boundaries of your neighborhood? examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Holiday Lake Estates neighborhood bounded by East Dunne Ave to south, Rosandin Park to North, Anderson Lake to East, and Lakeview Dr to West.

4. What is the rationale for your community of interest to be used in this districting? Please

We have a community of interest relating to open space, trails and recreational uses east of Hill Road and around Anderson Lake. Larger lot subdivisions that are older and have HOAs.

describe how the issues before the City Council have a unique impact on your group.

5. What do you like about the current district lines? What do you dislike about the current district lines?

The current district lines well represent the interests of homeowners. The new District line appear arbitrary and to attempt to break up existing community of interest.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#); [Michelle Bigelow](#); [Angie Gonzalez](#)
Subject: [EXTERNAL] Online Form Submittal: Community of Interest Worksheet (2021 Redistricting)
Date: Saturday, January 15, 2022 10:11:37 AM

Community of Interest Worksheet (2021 Redistricting)

Name: Jennifer Holmstrom

Email Address:

[REDACTED]

Are you a resident of Morgan Hill?

Yes

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

I am interested in protecting Morgan Hill and keeping open space. I do not see the need for redistricting again since it was done just a few years back. Reserve time and resources for more pressing issues.

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as school or community center), or other boundaries.

16504 Mira Flores Ct, Jackson Meadows

3. What are the geographic definers/boundaries of your neighborhood? examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Highway 101

4. What is the rationale for your community of interest to be used in this districting? Please

I believe I am not in an area up for redistricting, but I do live in Morgan Hill and don't want to have time and resources spent on redistricting.

describe how the issues before the City Council have a unique impact on your group.

5. What do you like about the current district lines? What do you dislike about the current district lines?

The current district lines are fine

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#); [Michelle Bigelow](#); [Angie Gonzalez](#)
Subject: [EXTERNAL] Online Form Submittal: Community of Interest Worksheet (2021 Redistricting)
Date: Saturday, January 15, 2022 7:30:49 AM

Community of Interest Worksheet (2021 Redistricting)

Name: Monique Bosomworth

Email Address:

Are you a resident of Morgan Hill? Yes

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important. Quiet neighborhood We need a true grocery store

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as school or community center), or other boundaries. Coyote estates

3. What are the geographic definers/boundaries of your neighborhood? examples of definers/boundaries could be highways, roads, rivers, hills, or parks. Creek trail. Cochrane. Peet

4. What is the rationale for your community of interest to be used in this districting? Please Protecting zoning rules so no industrial building happens

describe how the issues before the City Council have a unique impact on your group.

5. What do you like about the current district lines? What do you dislike about the current district lines?

Smaller district boundaries let peoples voices get heard

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#); [Michelle Bigelow](#); [Angie Gonzalez](#)
Subject: [EXTERNAL] Online Form Submittal: Community of Interest Worksheet (2021 Redistricting)
Date: Tuesday, January 11, 2022 1:47:45 PM

Community of Interest Worksheet (2021 Redistricting)

Name: Armando Benavides

Email Address: [REDACTED]

Are you a resident of Morgan Hill? Yes

1. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

The greatest landmarks are the 101, Monterey Road, Hale Avenue, going north to south. The closer one gets to the Monterey Road and 101 corridor, the more higher density housing, the greater the congestion, the greater the low income housing, the greater the concentration of the immigrant community comprised of Latinos, Asians, and many other ethnic groups, and the higher concentration of very low and low economic families.

The further one drives east or west from the Monterey Road Corridor, the greater concentration of high priced single family homes, less traffic congestions, wealthier communities. On the far west side of Morgan Hill, we see less industrial or business development, less congestions, less high density housing, less public housing, and more educated and higher social economic families.

2. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as school or community center), or other boundaries.

17720 De Witt Avenue, around the library and city center. I live in the outer edges of the Monterey Road Corridor, on the west side. The houses here are of modest prices, there are a lot of blue collar workers. We do have pockets of upper middle income households.

3. What are the geographic definers/boundaries of your neighborhood? examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Monterey and Hale Avenue, north to south and the west boundaries of the city limits. The library area, and PA Walsh school and St Catherine school. The city park Galvan and the El Toro peak. The expensive neighborhoods west of Llagas road and the low income neighborhoods West of Monterey Road, north to south.

4. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

This question is not clear. But it is important to link community of interests together so that they may have a representative who shares their priorities and who will advocate for their priorities. For example, the current plan to divide District B to make District D contiguous, will have a significant impact on the communities of interests for those citizens living in those districts. District B's citizens share a community of interests by their living close to or proximate to Monterey Road and the 101, which share common characteristics not shared by any other of the districts. To break it up and join the pieces to other districts will break up the community of interests for those two districts.

5. What do you like about the current district lines? What do you dislike about the current district lines?

The current district lines got it right. They aligned the community of interests of District B and at the same time maintained the community of interest shared by the other districts (A, C, D). That the population growth was pretty much equal among the 4 districts was a great outcome.
There is nothing that I dislike about the current district lines. Given how the social economic distribution occurs within the city, I believe the current maps are the best.

Email not displaying correctly? [View it in your browser.](#)

City of Morgan Hill Redistricting Workshop



February 16, 2022

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 (priority-ordered)

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.”

3. Other Traditional Redistricting Principles

Minimize voters shifted to different election years

Respect voters’ choices / continuity in office

Future population growth

Preserving the core of existing districts

Defining Neighborhoods & Communities of Interest

Under the California Elections Code, “community of interest” has a very specific definition in the context of districting and redistricting cities and counties:

A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.

Examples of Communities of Interest:

- ❑ Apartment buildings, condominium complexes, homeowners’ associations, subdivisions
- ❑ Specific plan areas or areas defined by the city for planning purposes
- ❑ Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- ❑ Areas around parks or schools
- ❑ Other neighborhood landmarks
- ❑ Areas that share issues, concerns, or problems



Beyond Definitions: Working with Communities of Interest

1st Question: What defines your community?

- ❑ Numbers only tell part of the story; how people see their own city matters.
- ❑ How do *you* define the geographic extent of your neighborhood or community?

2nd Question: Is it possible to keep this community together?

- ❑ Given a community's population and location, and the Census geography, is it possible to keep this community together and create four contiguous districts with equal population?

3rd Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- ❑ Or would it benefit more from having multiple representatives?

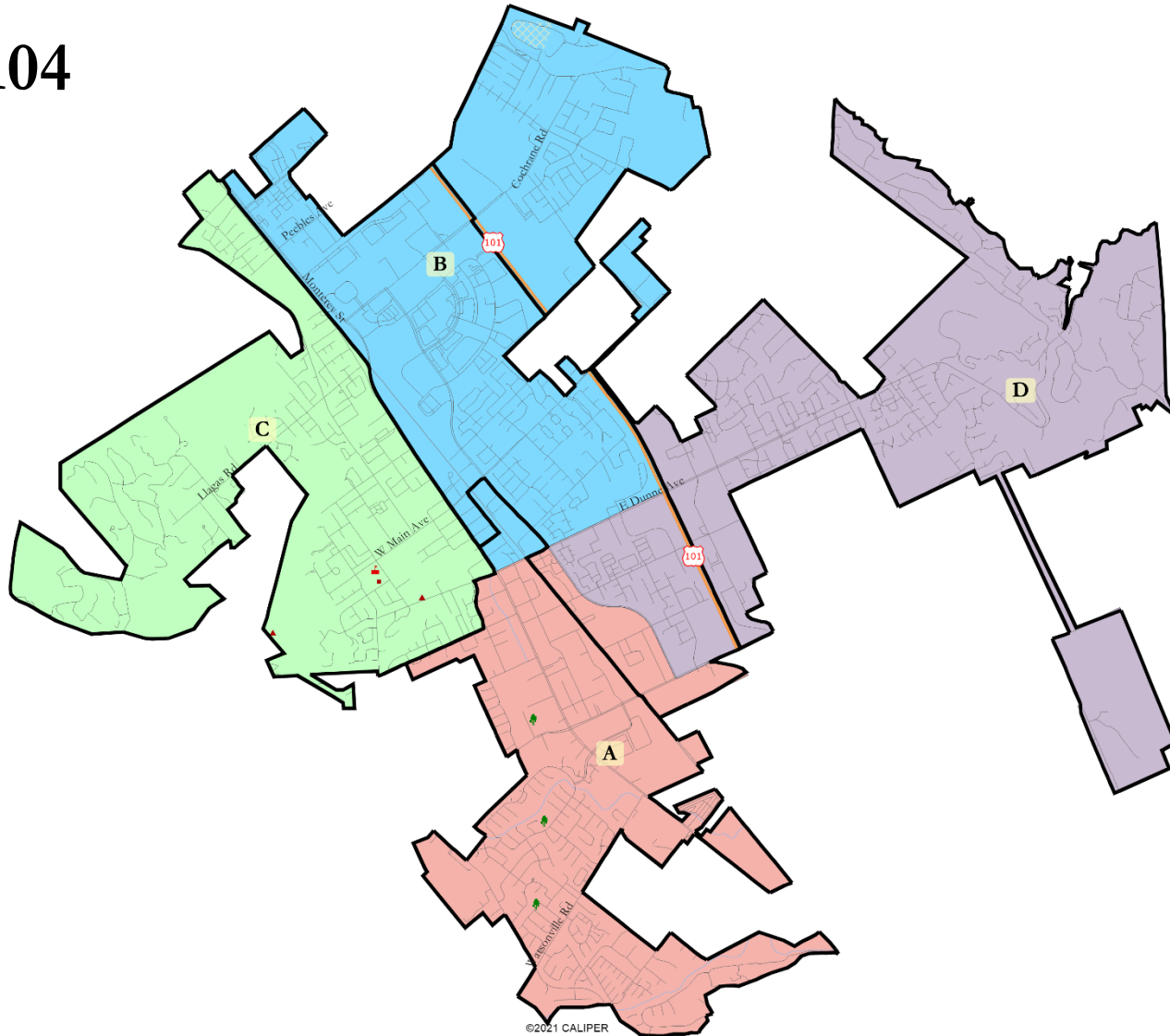
Definitions of Communities of Interest may not include current district boundaries, relationships with political parties, incumbents, or political candidates.

Draft Maps

All maps are also available on the
[Interactive Web Viewer](#)

Public 104 (Combo of Green & Orange)

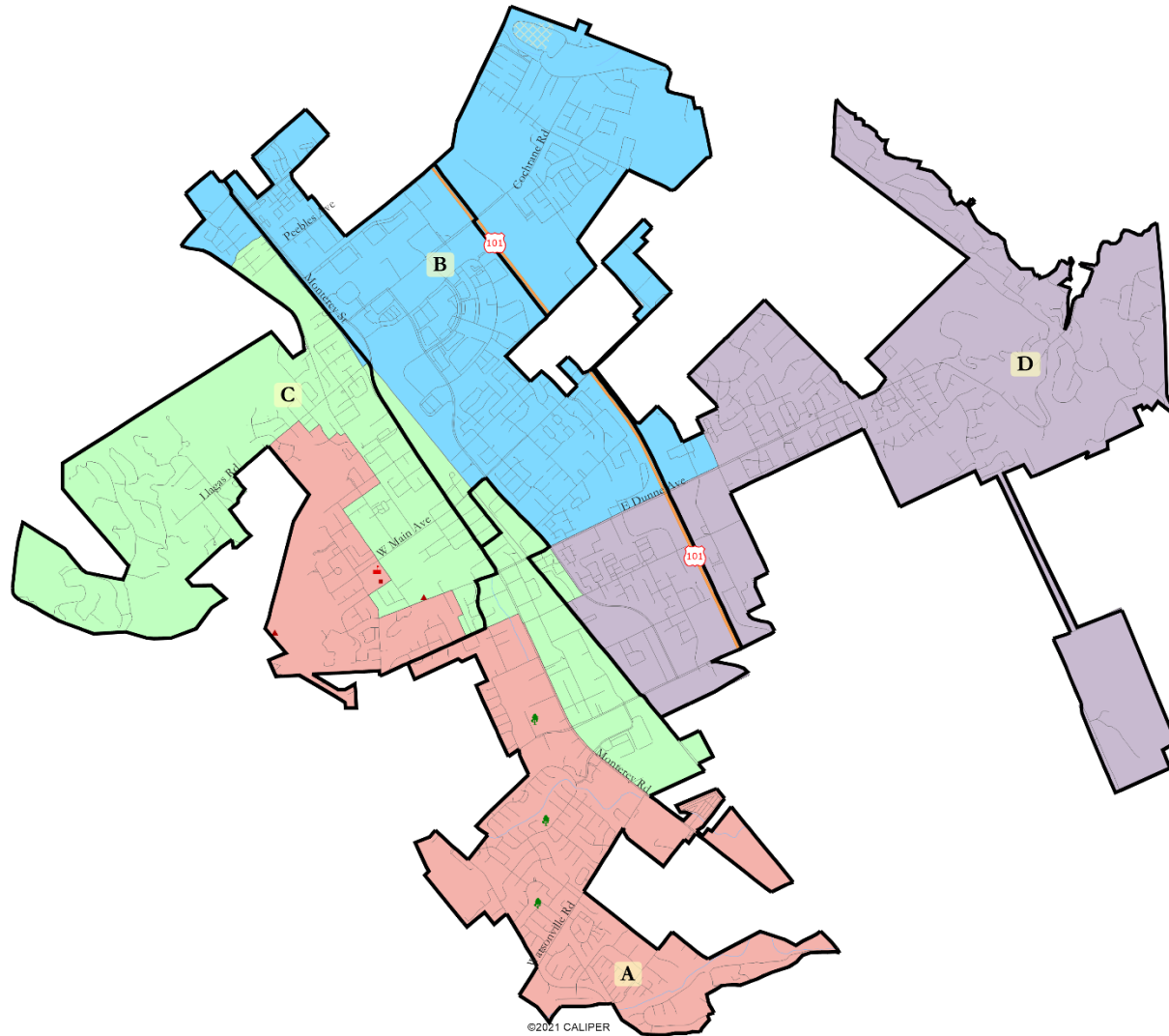
104



Public 105

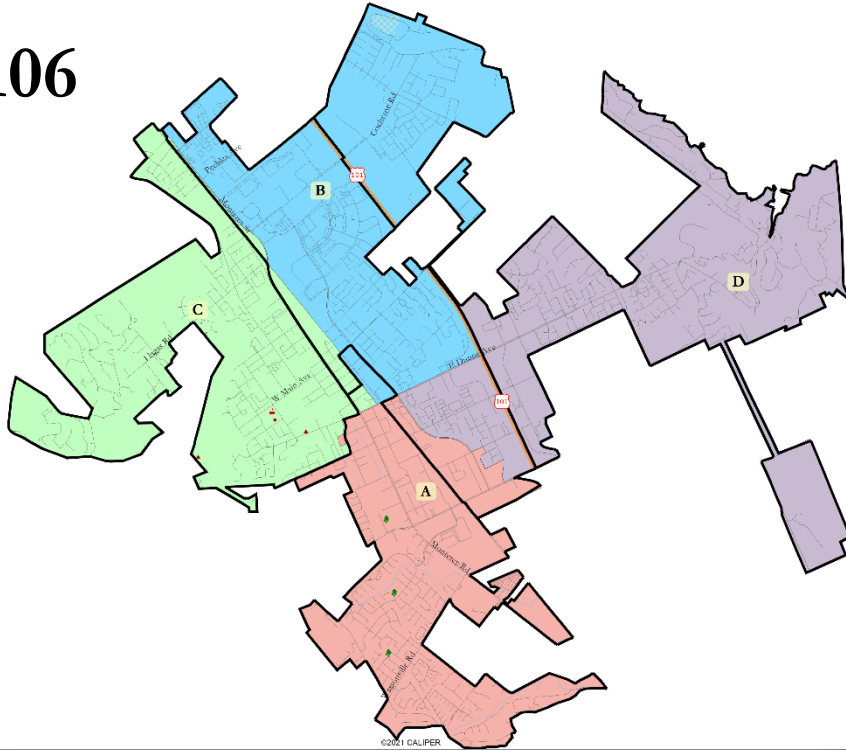


Public 105

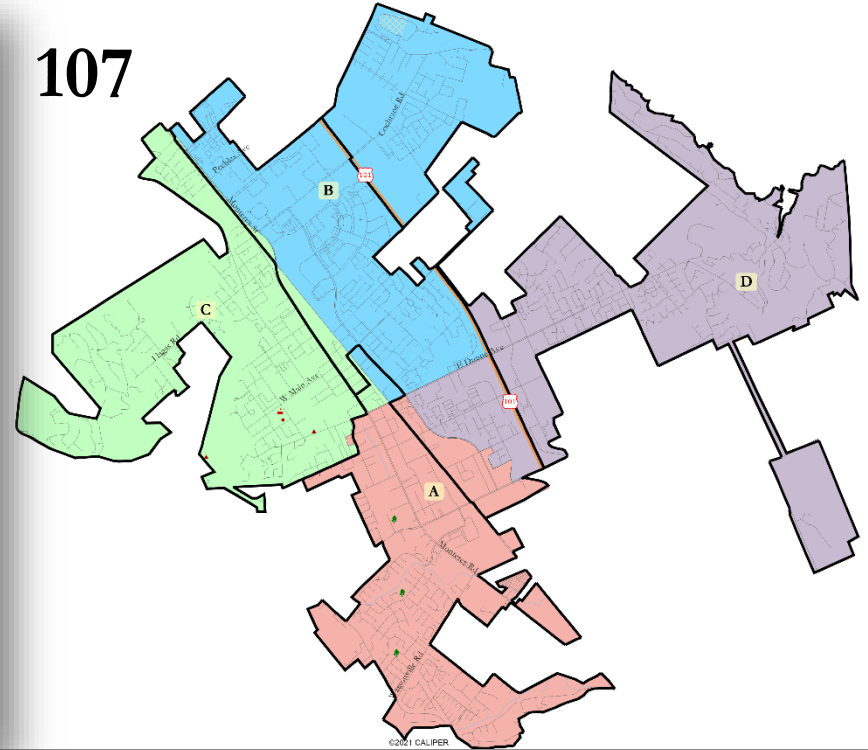


106 & 107 – differ by one block

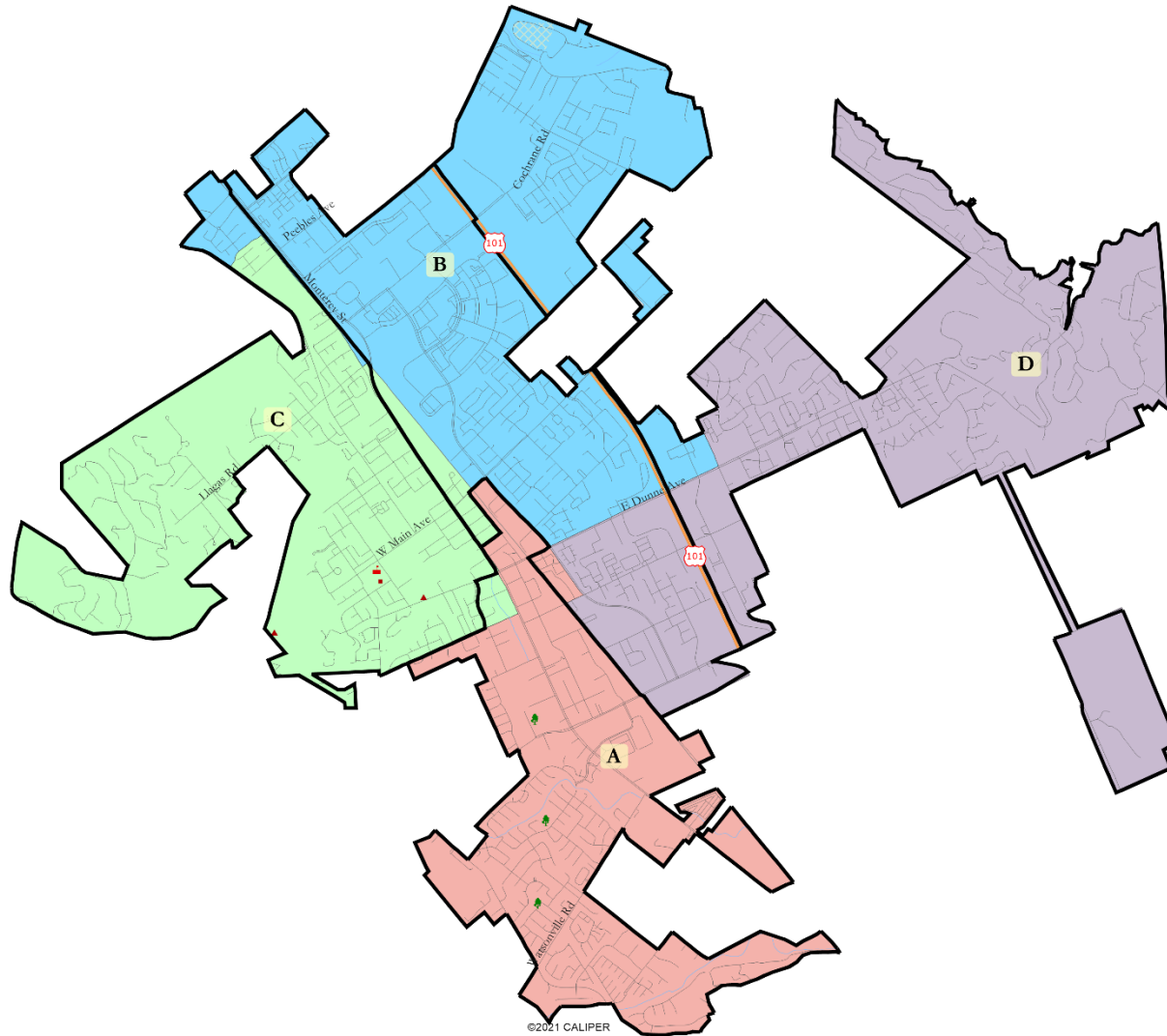
106



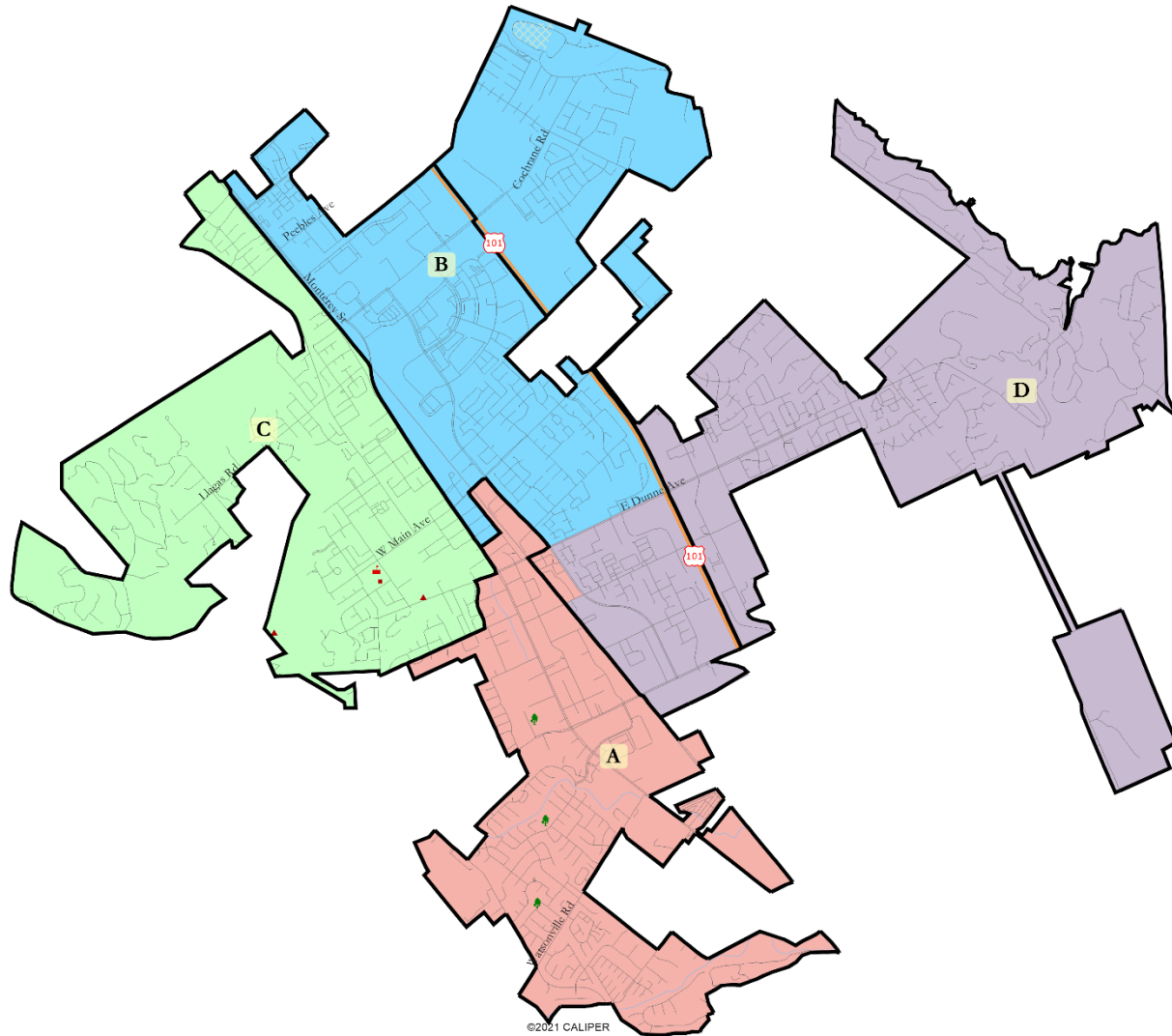
107



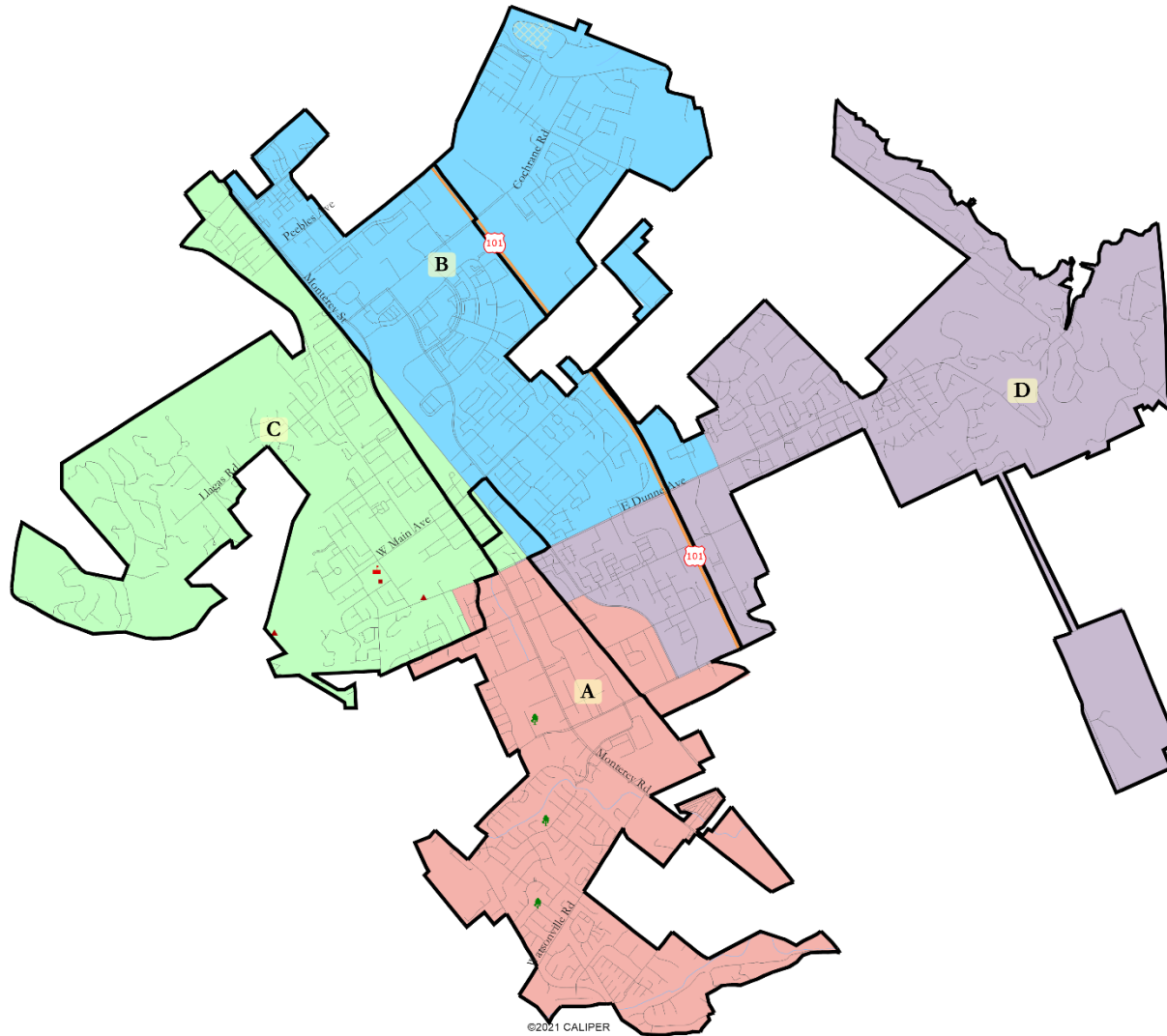
NDC 108



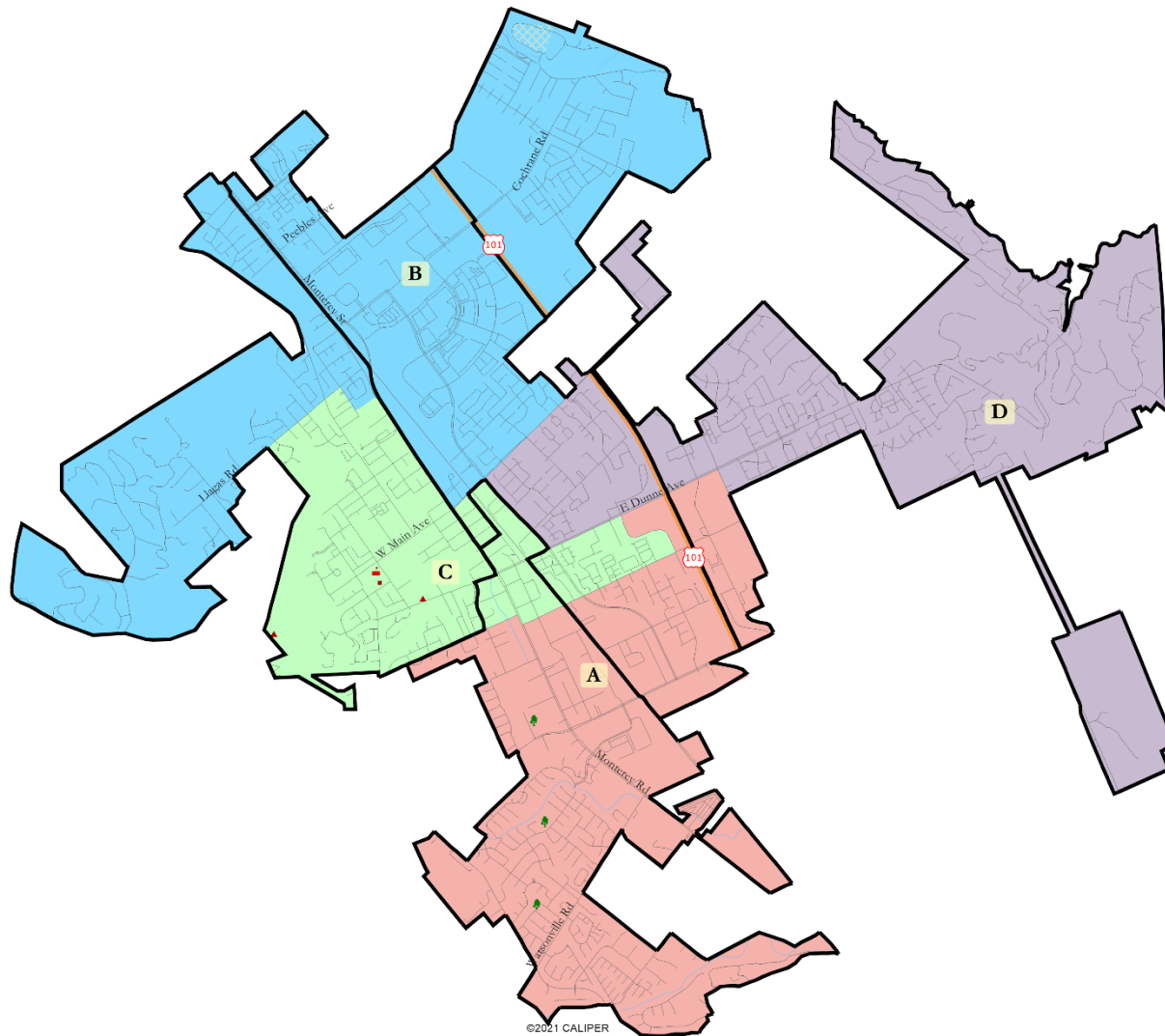
NDC Green



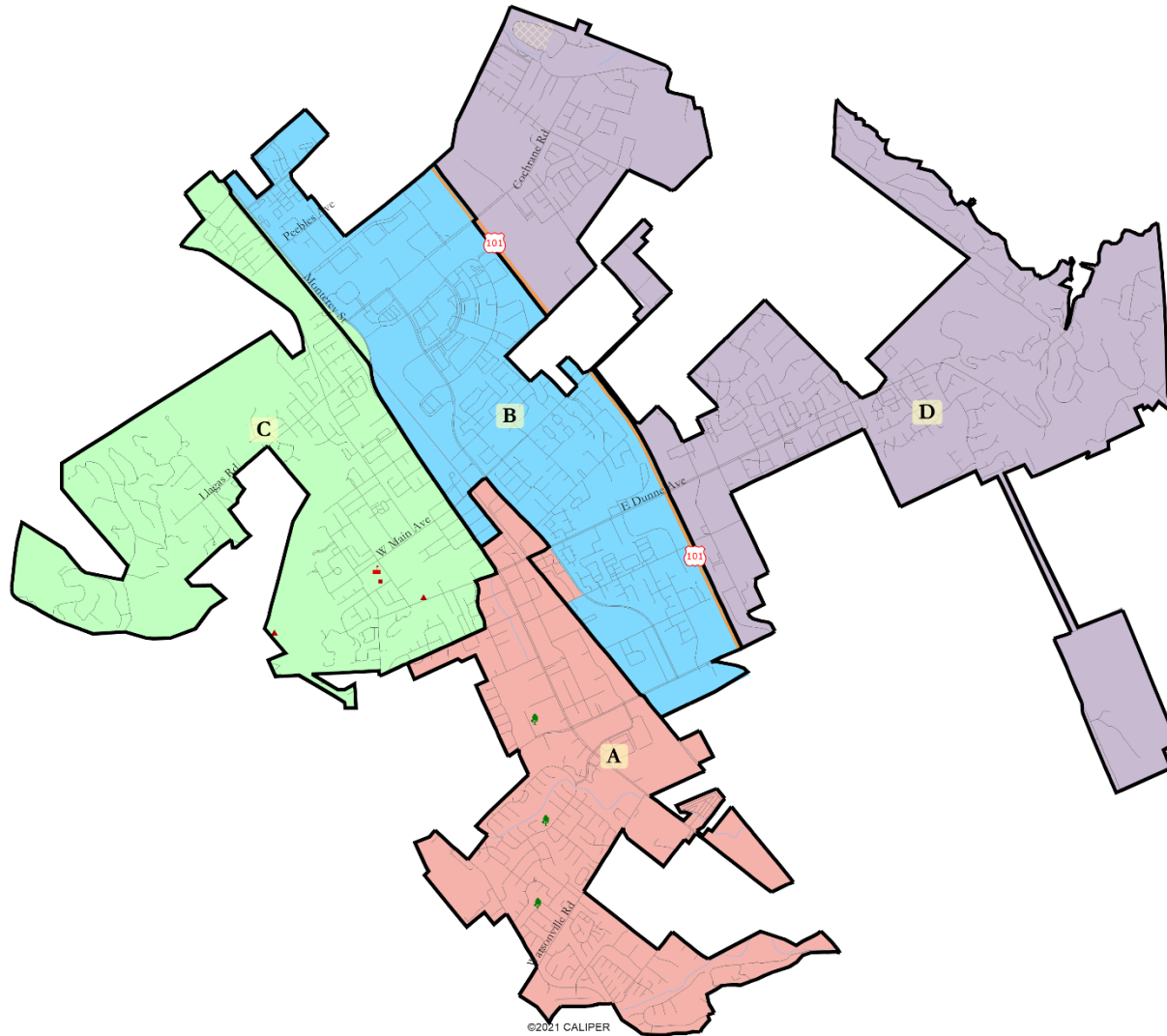
NDC Orange



NDC Yellow



Public 103 (not contiguous)



Discussion

- ❑ How well do the draft maps comply with the Fair Maps Act?
- ❑ What do you like about the draft maps?
- ❑ What parts of each map work? What parts of each map don't work?

Discussion on:

- ❑ Modifying or eliminating draft maps
- ❑ Requesting new draft maps

Next Steps

- ❑ Council to provide direction on which map(s) to bring to the March 2, 2022, public hearing for discussion and adoption.
- ❑ The maps can be brought back to Council at the March 16, 2022 meeting if further discussion is needed.
- ❑ The Final City Council District Map must be adopted by April 17, 2022.

Share Your Thoughts

Website

morganhillredistricting2021.com

Phone

408-310-4678

Email

redistricting2021@morganhill.ca.gov

Criteria from the Fair Maps Act

Elections Code 21601

- (a) Following ... each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution.
- (1) Population equality shall be based on the total population of residents of the city as determined by the most recent federal decennial census for which the redistricting data described in Public Law 94-171 are available....
- (b) The council shall adopt council district boundaries that comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.).
- (c) The council shall adopt district boundaries using the following criteria as set forth **in the following order of priority**:
- (1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.
- (2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.
- (3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.
- (4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.
- (d) The council shall not adopt council district boundaries for the purpose of favoring or discriminating against a political party.
- (e) For purposes of this article, “adopt” or “adoption” in regard to council district boundaries means the passage of an ordinance or resolution specifying those boundaries.

From: Christina Turner
To: Michelle Bigelow
Subject: Supplement for Item 1
Date: Tuesday, February 15, 2022

City Council Redistricting Workshop

Question: Can you define a community of interest?

Response: Under the FAIR MAPS ACT, a “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.” (Elections code 21601 (c)(2))

Federal courts have defined communities of interest as “distinctive units which share common concerns with respect to one or more identifiable features such as geography, demography, ethnicity, culture, socio-economic status or trade.” Carstens v. Lamm (D. Colo. 1982) 543 F.Supp. 68, 91

Academic journals define communities of interest as “geographical areas, such as neighborhoods of a city or regions of a state, where the residents have common political interests that do not necessarily coincide with the boundaries of a political subdivision, such as a city or county.”

Question: Even if there is a defined community of interest, wouldn’t the population percentages play into the equation—meaning in District B, Latinos make up 26% of the population, thus it doesn’t meet the Gingles criteria of 50% plus one?

Response: Fair maps should respect communities of interest, regardless of the total minority population. However, a district in and of itself is not a community of interest. Communities of interest are those neighborhoods within a district that share common social or economic interests. The purpose is to not dilute the voting power within those neighborhoods.

The Gingles criteria are used to determine whether a map violates federal voting rights law by diluting overall minority voting power. In Morgan Hill there are no areas of the City where minority groups are sufficiently large and compact to constitute a majority in a single district. Therefore, the Gingles criteria cannot be met.

Question: Are council districts required to be geographically contiguous?

Response: Yes. California Elections Code section 21601 requires maps to meet certain criteria and lists those criteria in order of priority (21601(c)).

The highest priority is that districts be contiguous (21601(c)(1)). The legislature recognized that there are certain cases in which districts cannot physically be contiguous—for example the Math Institute site off of Foothill Avenue. But where possible, districts must be contiguous, meaning they must share a common boundary. Separation of an area by a freeway does not break contiguity. Areas on either side of a freeway are contiguous.

Question: Does draft Map “NDC Green Map” represent the least changes while complying with the Voting Rights and Fair Maps acts?

Response: Yes.

Question: Which map(s) offers the most Latino voting strength?

Response:

There are many factors that determine Latino voting strength - neighborhood cohesion, levels of community activism, presence of strong potential candidates, tendency of non-Latino voters in a given neighborhood to vote for the Latino-preferred candidates, etc. The Latino percentage of eligible is only one of those considerations, but it is not the controlling factor, especially when that percentage is nowhere near a plurality, much less a majority, of a district.

The current Council map has two districts where Latinos are 28% and 27% of total CVAP. NDC Yellow bumps the highest up to 32%, Public 105 takes it up to 33%, NDC 108 is at 29%, and Public 102 (although not population-balanced) is at 34%. NDC Green, Public 101, Public 103, Public 104, Public 106 and Public 107 are at 28%, while NDC Orange stays at 27%. Statistically, Public 105 is slightly higher in Latino CVAP but not significantly so, while the rest are statistically identical. One legal map has a majority-minority district by CVAP: Public 105. While "majority-minority" lacks the Voting Rights Act authority of a "majority-Latino" district, it can be symbolically important. But none of these numbers stand out as determinative factors that should override decisions based on which maps are better at uniting neighborhoods / communities of interest, following major roads and other easily identifiable boundaries, and being compact (as defined by the Fair Maps act).

Question: Are the criteria in the fair maps act intended to be implemented in priority order with contiguity being the first priority?

Response: Yes.



Ciudad de Morgan Hill

Audiencia pública

16 de febrero de
2022

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 manipulación racial



2. Criterios de California para ciudades (orden de prioridad)

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 votantes desplazados a diferentes años electorales

Respetar las elecciones de los votantes/continuidad en el cargo

Crecimiento futuro de la población

Preservar el núcleo de los distritos existentes

Definición de barrios & comunidades de interés

Según el Código Electoral de California, "comunidad de interés" tiene una definición muy específica en el contexto de distritos y redistribuciones de ciudades y condados:

Una “comunidad de interés” es una población que comparte intereses sociales o económicos comunes que deben incluirse dentro de un solo distrito para los propósitos de su representación justa y efectiva.

Ejemplos de Comunidades de Interés:

- ❑ Edificios de apartamentos, complejos de condominios, comunidades de propietarios, fraccionamientos
- ❑ Áreas específicas del plan o áreas definidas por la ciudad con fines de planificación
- ❑ Líneas divisorias naturales de vecindarios, como autopistas o carreteras principales, ríos, canales y/o colinas
- ❑ Áreas alrededor de parques o escuelas
- ❑ Otros puntos de referencia del barrio
- ❑ Áreas que comparten asuntos, inquietudes o problemas



Más allá de las definiciones: trabajar con comunidades de interés

Primera pregunta: ¿Qué define a su comunidad?

- ❑ Los números solo cuentan una parte de la historia; cómo la gente ve su propia ciudad es importante.
- ❑ ¿Cómo define *usted* la extensión geográfica de su vecindario o comunidad??

Segunda pregunta: ¿Es posible mantener unida a esta comunidad?

- ❑ Dada la población y la ubicación de una comunidad, y la geografía del Censo, ¿es posible mantener unida a esta comunidad y crear cuatro distritos contiguos con la misma población?

Tercera pregunta: ¿Esta comunidad se beneficiaría 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 pueden no incluir los límites actuales del distrito, las relaciones con los partidos políticos, los titulares o los candidatos políticos.

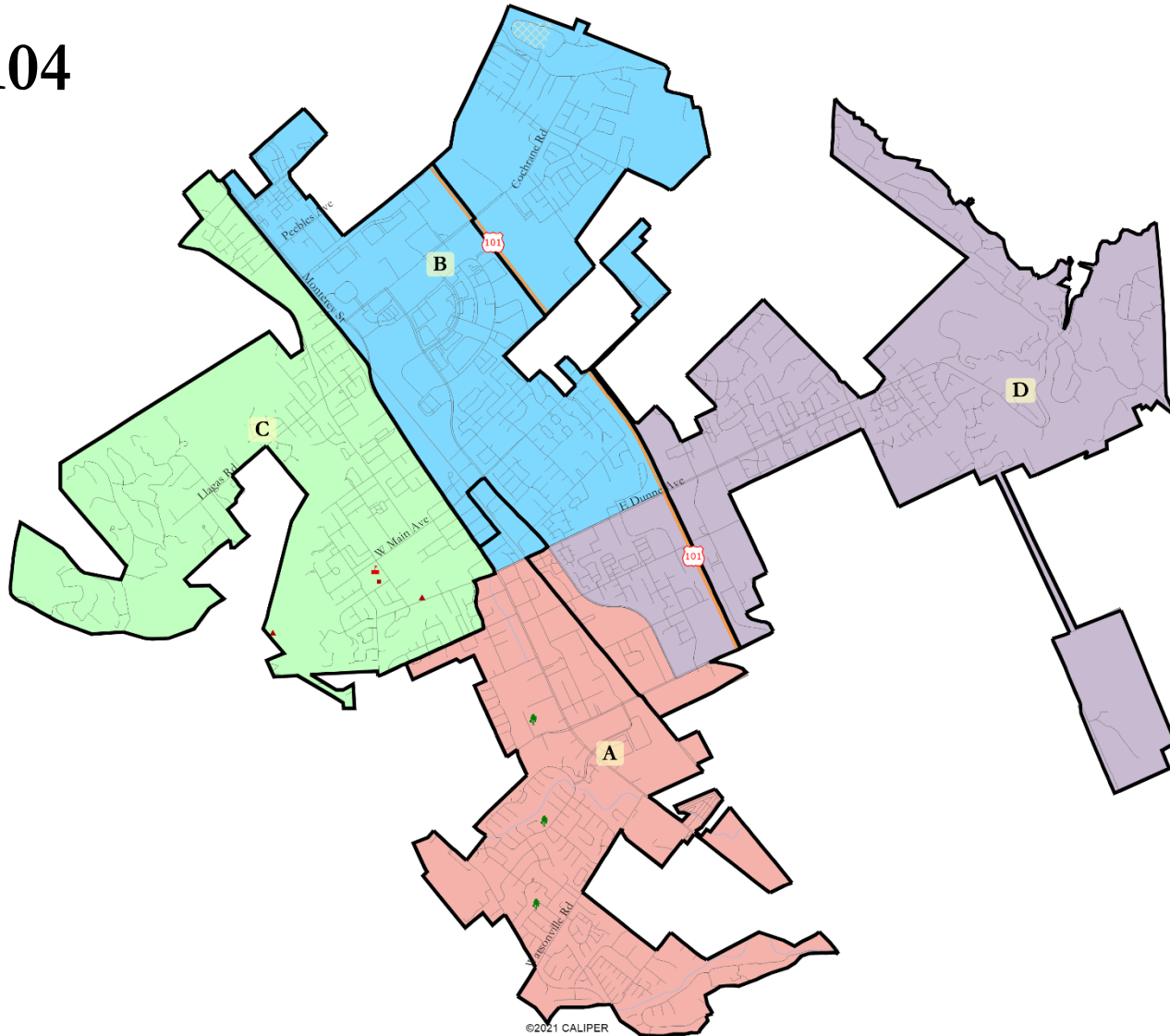
Borrador de mapas

Todos los mapas también están
disponibles en el

[Visor web interactivo](#)

Público 104(Combo de Verde y Anaranjado)

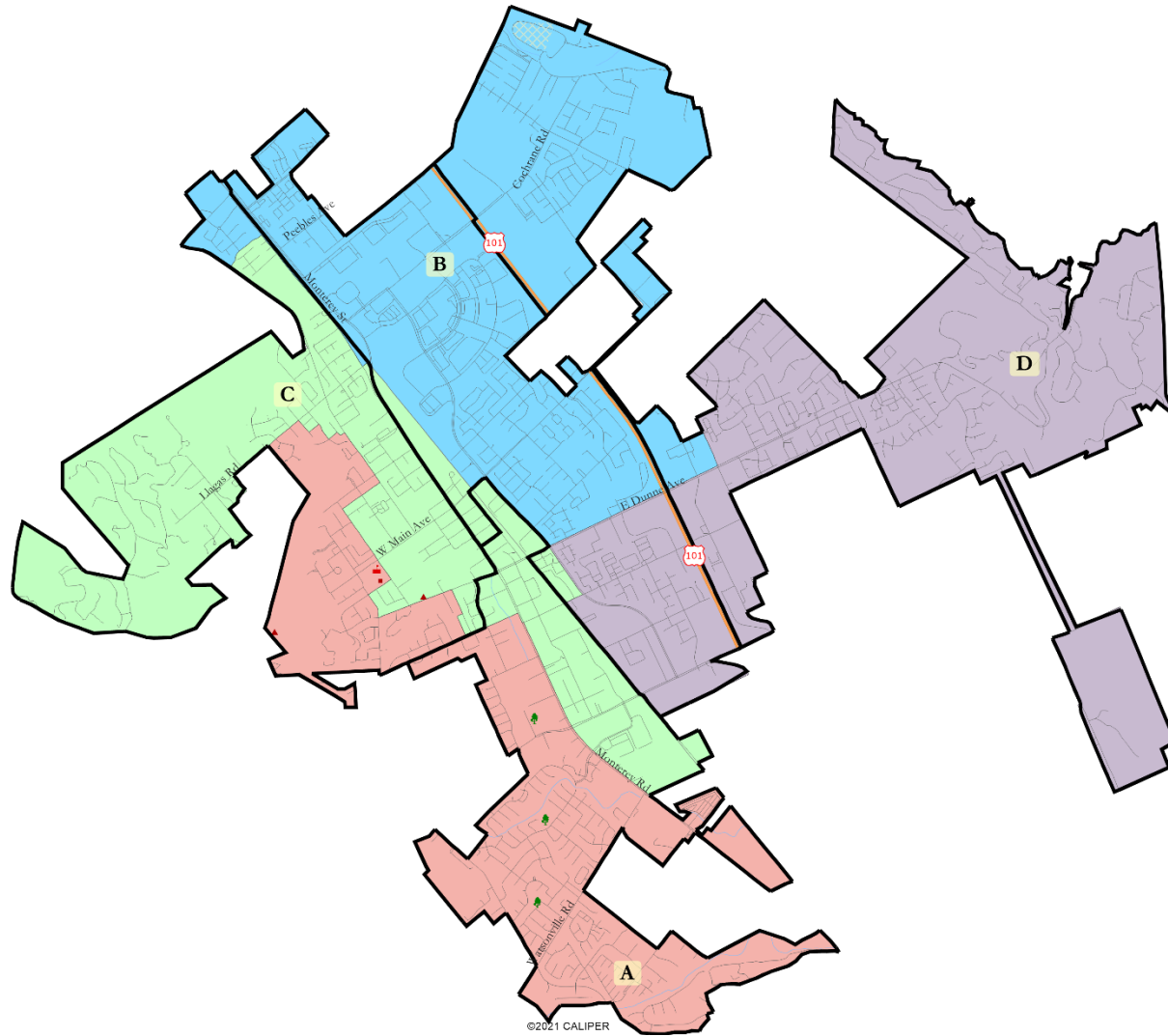
104



Público 105

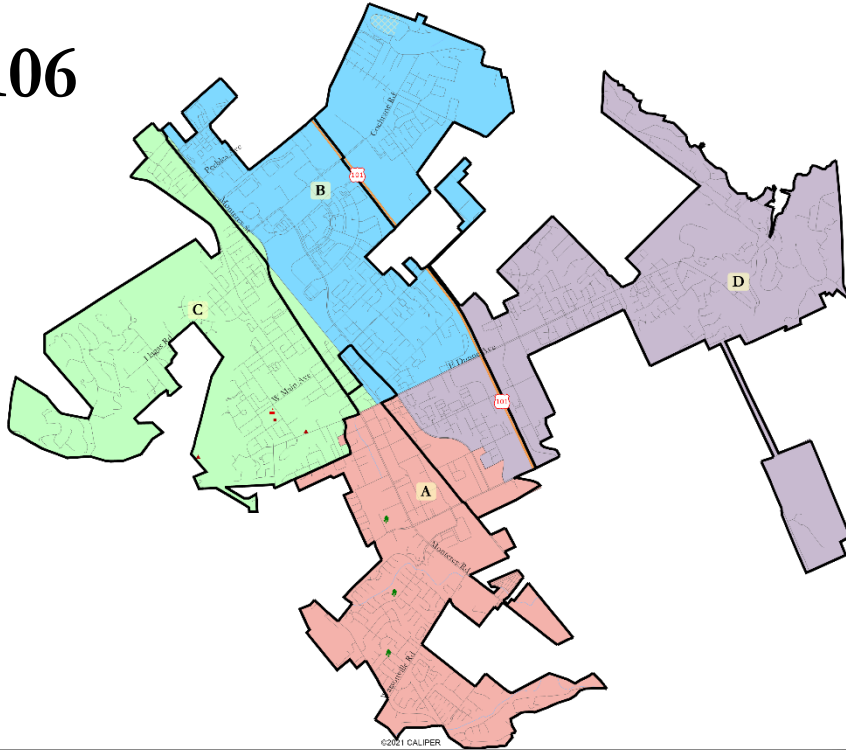


Público 105

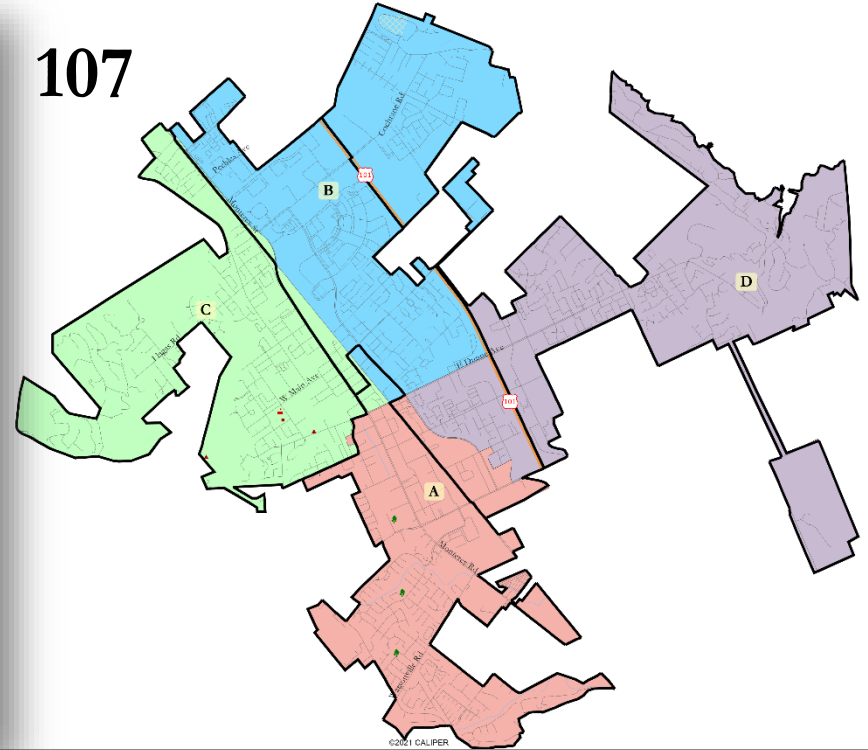


106 y 107: difieren en un bloque

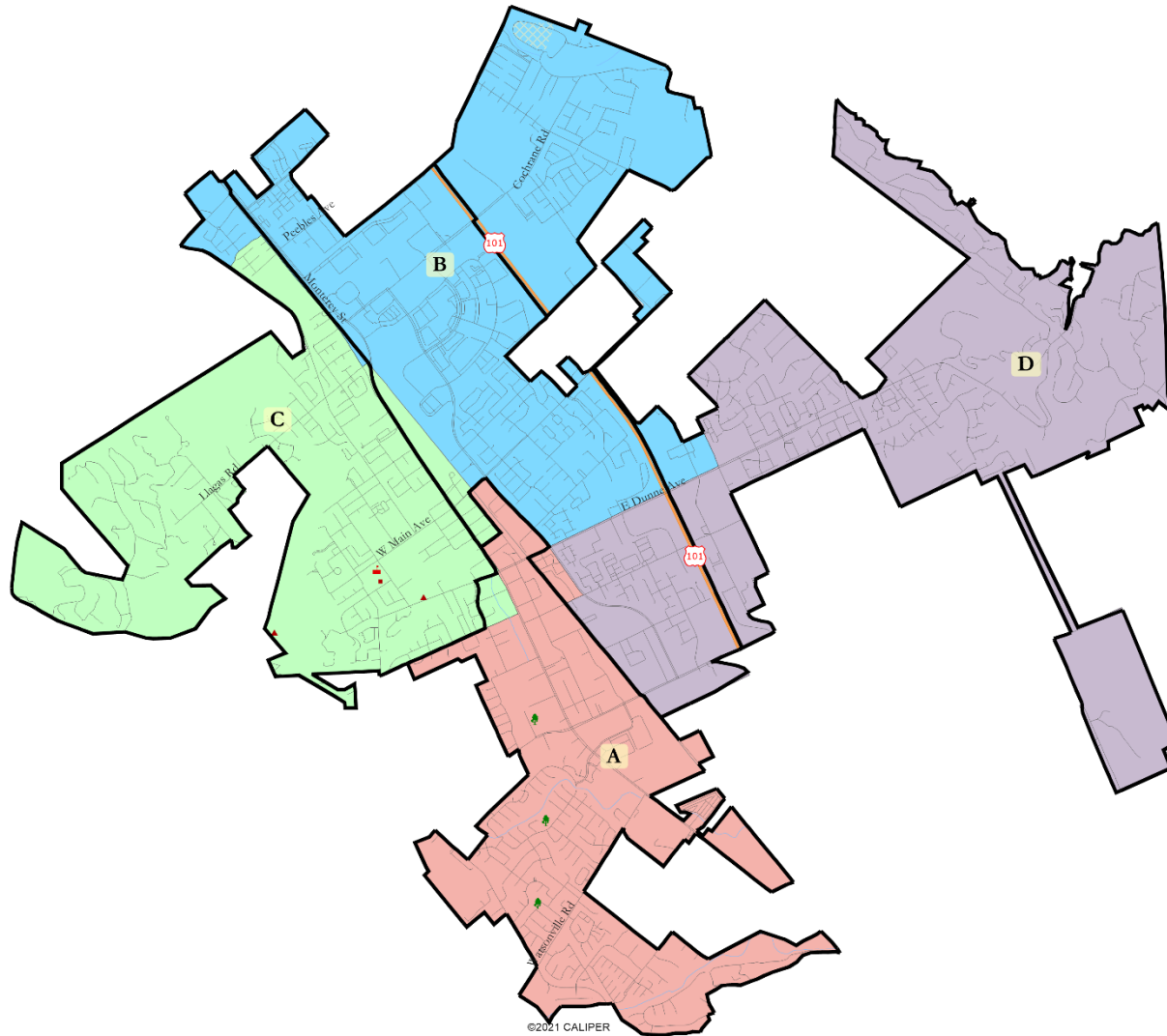
106



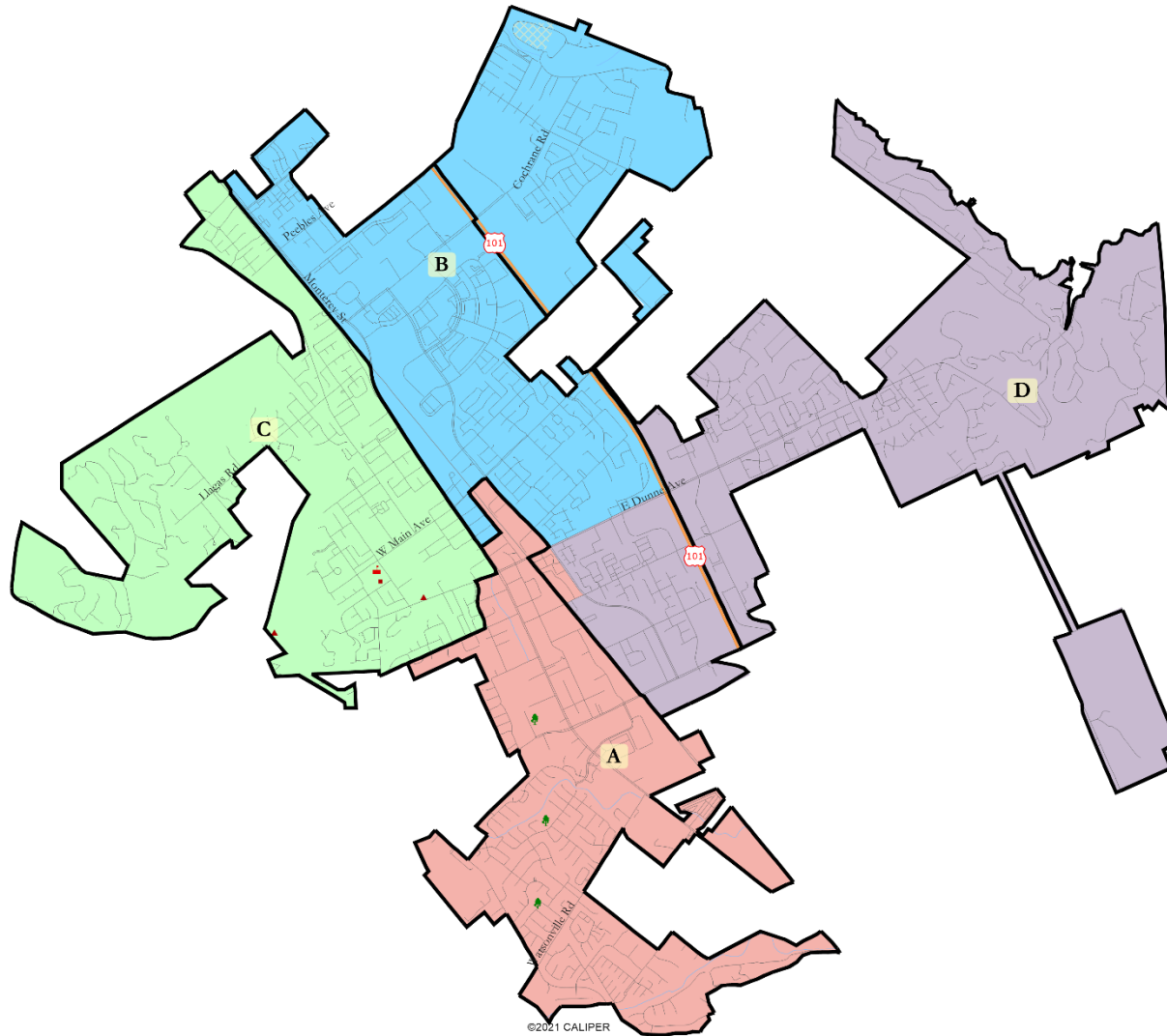
107



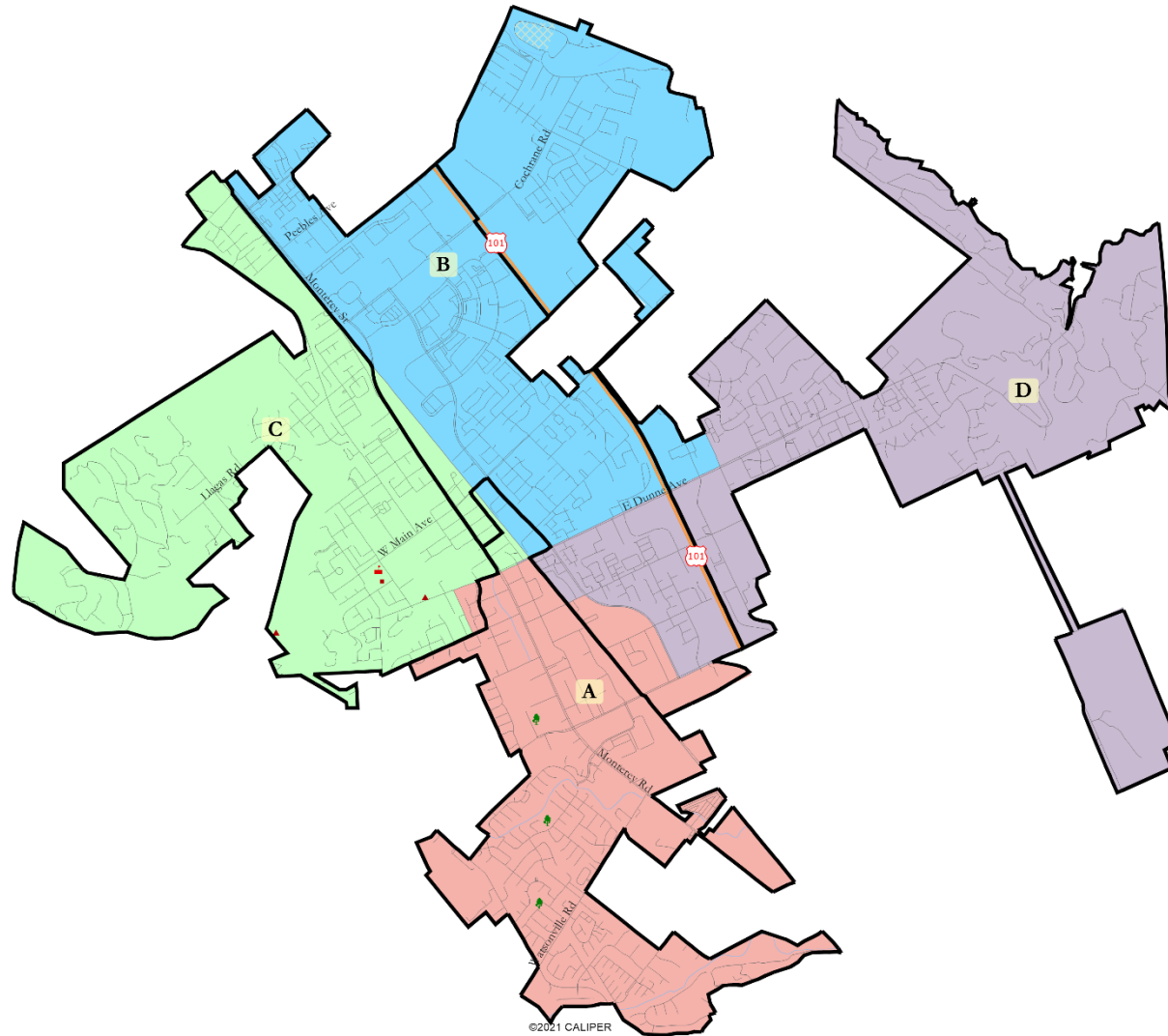
NDC 108



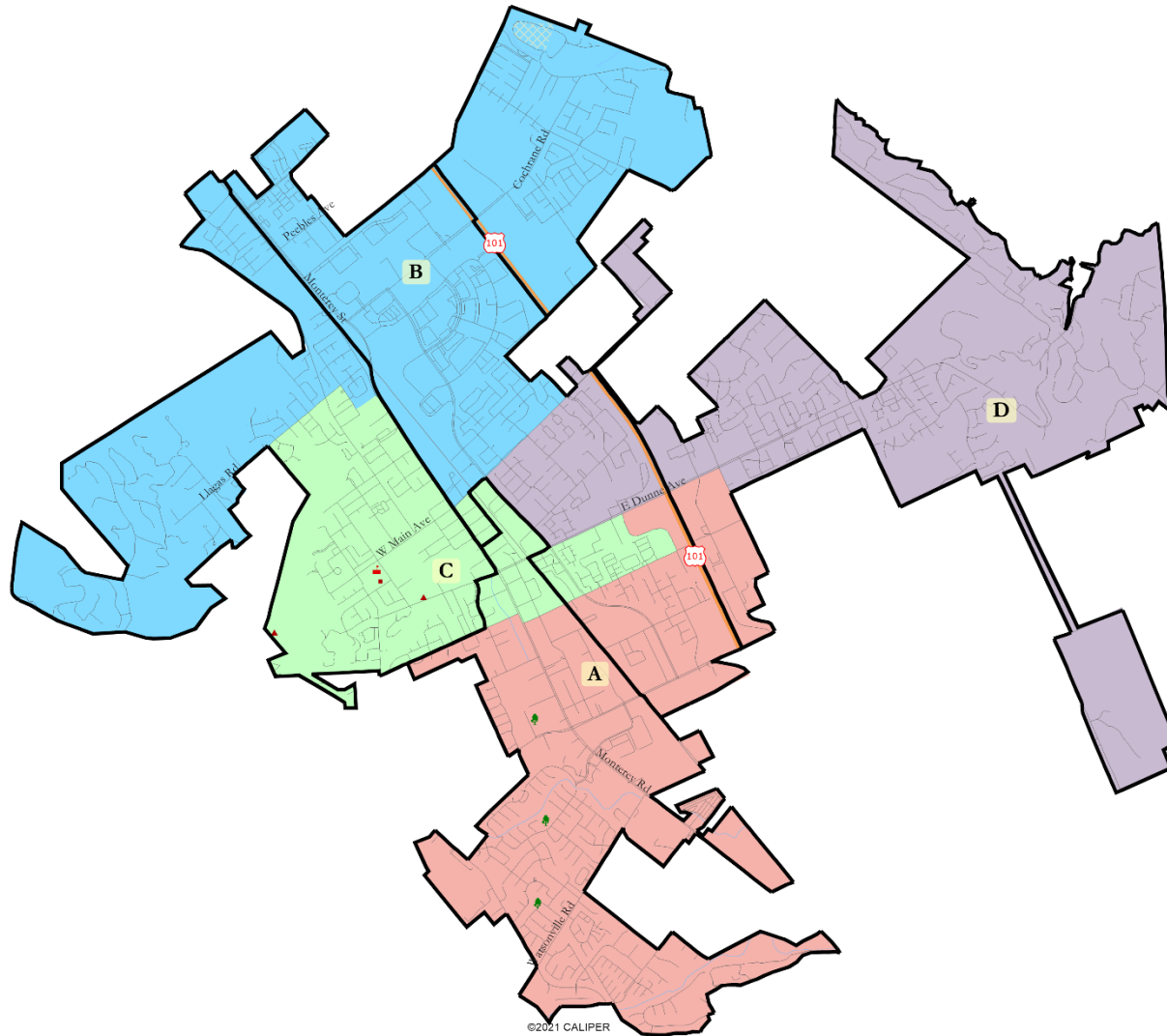
NDC Verde



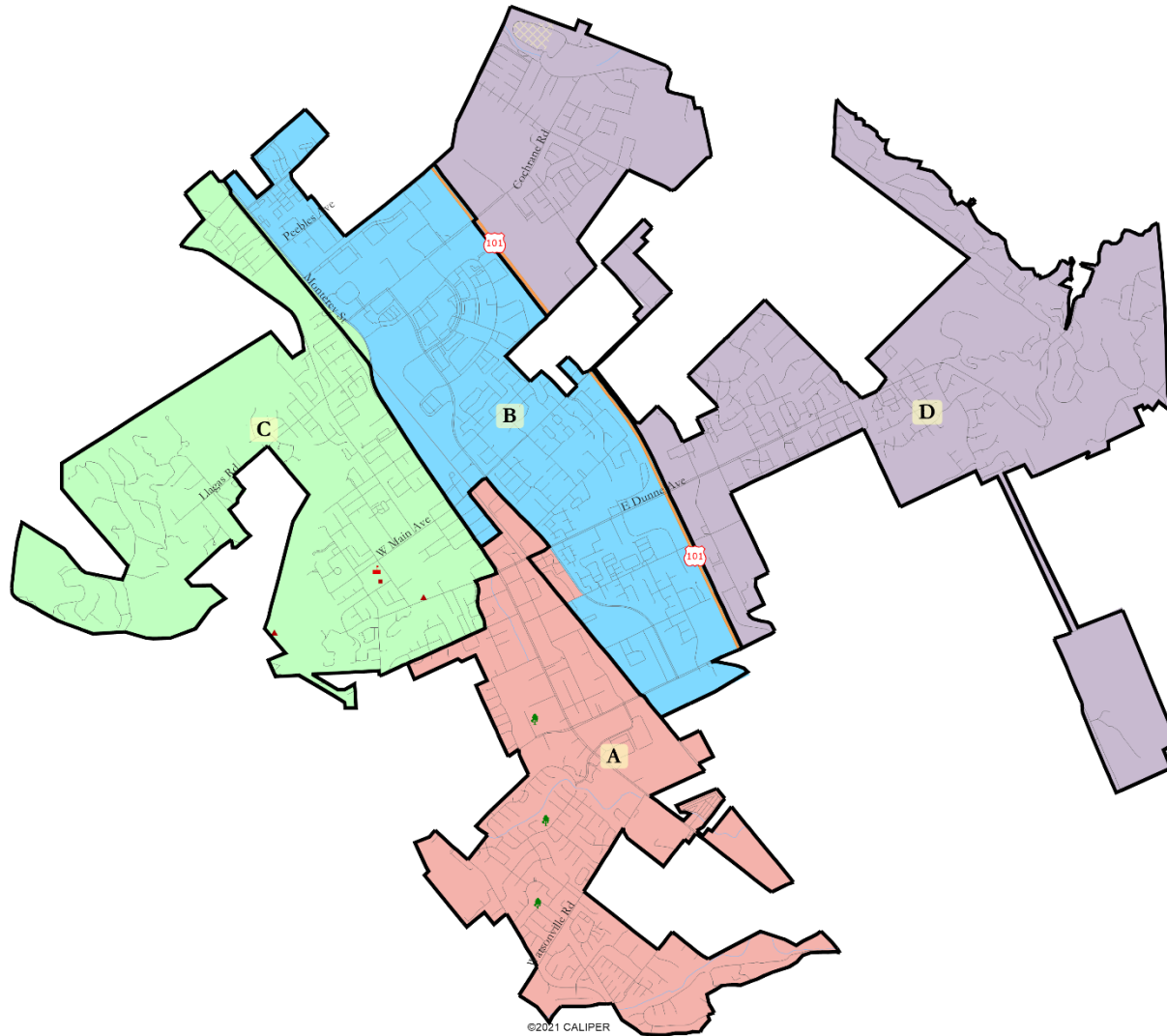
NDC Anaranjado



NDC Amarillo



Público 103 (no contiguo)



Discusión

- ❑ ¿Qué tan bien cumplen los borradores de mapas con la Ley de mapas justos?
- ❑ ¿Qué te gusta de los borradores de mapas?
- ❑ ¿Qué partes de cada mapa funcionan? ¿Qué partes de cada mapa no funcionan?

Discusión sobre:

- ❑ Modificación o eliminación de borradores de mapas
- ❑ Solicitud de nuevos borradores de mapas

Próximos pasos

- El Consejo proporcionará instrucciones sobre qué mapa(s) traer a la audiencia pública del 2 de marzo de 2022 para su discusión y adopción.
- Los mapas se pueden devolver al Consejo en la reunión del 16 de marzo de 2022 si se necesita más discusión..
- El mapa final del distrito del ayuntamiento debe adoptarse antes del 17 de abril de 2022.

Comparte tus pensamientos

Sitio web

morganhillredistricting2021.com

Teléfono

408-310-4678

Correo electrónico

redistricting2021@morganhill.ca.gov

Criterios de la Ley de Mapas Justos

Código Electoral 21601

(a) Después de... cada censo federal decenal de una ciudad cuyo consejo ya se eligió mediante elecciones basadas en distritos, el consejo adoptará, por ordenanza o resolución, los límites para todos los distritos del consejo de la ciudad de modo que los distritos del consejo sean sustancialmente iguales en población como lo exige la Constitución de los Estados Unidos.

(1) La igualdad de población se basará en la población total de residentes de la ciudad según lo determinado por el censo federal decenal más reciente para el cual están disponibles los datos de redistribución de distritos descritos en la Ley Pública 94-171....

(b) El consejo adoptará los límites de los distritos del consejo que cumplan con la Constitución de los Estados Unidos, la Constitución de California y la Ley federal de derechos electorales de 1965 (52 U.S.C. Sec. 10301 et seq.).

(c) El consejo adoptará los límites del distrito utilizando los siguientes criterios establecidos **en el siguiente orden de prioridad**:

(1) En la medida de lo posible, los distritos del consejo serán geográficamente contiguos. Las áreas que se encuentran solo en los puntos de las esquinas contiguas no son contiguas. Las áreas que están separadas por agua y no conectadas por un puente, túnel o servicio regular de ferry no son contiguas.

(2) En la medida de lo posible, se respetará la integridad geográfica de cualquier vecindario local o comunidad local de interés de una manera que minimice su división. Una "comunidad de interés" es una población que comparte intereses sociales o económicos comunes que deben incluirse dentro de un solo distrito para efectos de su representación efectiva y justa. Las comunidades de interés no incluyen relaciones con partidos políticos, titulares o candidatos políticos.

(3) Los límites de los distritos municipales deben ser fácilmente identificables y comprensibles para los residentes. En la medida de lo posible, los distritos municipales estarán delimitados por barreras naturales y artificiales, por calles o por los límites de la ciudad.

(4) En la medida de lo posible, y cuando no entre en conflicto con los criterios anteriores de esta subdivisión, los distritos municipales se trazarán para fomentar la compacidad geográfica de manera que las áreas de población cercanas no se pasen por alto en favor de poblaciones más distantes.

(d) El consejo no adoptará los límites de los distritos del consejo con el fin de favorecer o discriminar a un partido político.

(e) A los fines de este artículo, "adoptar" o "adopción" con respecto a los límites del distrito del consejo significa la aprobación de una ordenanza o resolución que especifica esos límites.

From: [Christina Turner](#)
To: [Michelle Bigelow](#)
Cc: [Donald Larkin](#)
Subject: FW: [EXTERNAL] 1. CITY COUNCIL REDISTRICTING WORKSHOP PUBLIC COMMENT
Date: Wednesday, February 16, 2022 9:34:49 AM

Please supplement.

From: Armando Be <[REDACTED]>
Sent: Wednesday, February 16, 2022 12:27 AM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>
Subject: [EXTERNAL] 1. CITY COUNCIL REDISTRICTING WORKSHOP PUBLIC COMMENT

Mayor Constantine, City Council Members, and City Staff,

Public Map 103 should be fairly considered along with the other maps. The city's 10-year population growth was equally distributed across all four districts in Map 103, the current districts, so there is no need to make any changes to the district boundaries. The 2017 council selected the current district map, now represented by Map 103, as the best district map to address concerns of inequitable representation and to ensure there was diversity, equity, and inclusion in the Council. That a Latina was elected to the council by District B voters in 2018 serves as an example of its importance. She is highly regarded within large segments of District B residents who feel she is truly representing their many interests.

The CA legislature granted the Council sufficient discretion to declare Map 103 district D boundaries "contiguous to the extent practicable" to enable the city to put into effect the other equally important priorities in the redistricting statute (protection of community of interests and minority communities, easily identifiable boundaries understandable by its residents, etc.)

I strongly believe that our CA Legislature is completely committed to protecting communities of interest and minority groups and made it possible for Morgan Hill to draw fair and equitable maps. It would be wrong to send the message to *Morgan Hill and Santa Clara County voters* that our *Morgan Hill elected leaders* came to believe that our CA legislature turned its back on communities of interest and minority communities and gave priority to contiguity, for the sake of contiguity, regardless that it impairs the ability to put into effect other important priorities.

Morgan Hill has two large, populated areas separated by county land over which it has no control. You all know the issue for redistricting- what discretion did the CA legislature grant the People of Morgan Hill with the words "To the extent practicable, Districts shall be contiguous"? The City Attorney wants you to believe the CA legislature wanted it to mean, "If something is possible and can be done, then it must be done" and at its extreme "Only if it is impossible and cannot be done, then it cannot be done".

I believe our CA Legislature was smart and careful in using the clause "To the extent practicable". You must interpret the plain words in the context of the intent of the legislature. It is more logical to conclude that our CA legislature intended to protect minority communities and granted discretion to the People of Morgan Hill to decide if a district is contiguous, even if it is not, to put into effect other

equally important priorities.

The Elections Code section 21534 is the key to understanding the discretionary power the CA Legislature granted the People of Morgan Hill. That election statute establishes a ranking in order of priority which one can use to gauge the City Attorney's meaning of the words "To the extent practicable".

In Section 21534, the CA legislature chose words in the statute in order of priority that establishes a ranking order. First- "Districts *shall be* contiguous". With those words the Legislature demands complete compliance regardless of the consequences. Second- To the *extent possible*". This expression is less demanding, but it still requires robust compliance and a search for possibilities. Third- "To the *extent practicable*". Well, this expression is less demanding and would not require a search for possibilities. If read properly the third ranking grants sufficient discretion for the City Council to make policy decisions on any matter that are beneficial to the People of Morgan Hill, if those decisions are not arbitrary, capricious, or lacking in evidence.

See discretion where there is. Be objective and impartial and you will see it. The CA legislature did not take away your discretion. It is there in the words of the statute. "To the extent practicable" does not require one to chase for possibilities, even if they exist.

There is another way for the council to find discretion. The City Attorney says the CA legislature exemption, "areas separated by water connected by a bridge are contiguous", is limited to circumstances where it is impossible to draw contiguous boundaries like an island. He mentions Coronado Island as an example but because Coronado Island is an independent city with an elected mayor and council members, the exemption would not apply (<https://www.coronado.ca.us/>).

The CA legislature included a second exemption to the contiguous element - "Areas that meet only at the points of adjoining corners are not contiguous". I have not heard how the city attorney explains this second exemption, which treats Districts that are contiguous as being non-contiguous.

I read both principles/exceptions together as being parts of continuum between the most egregious gerrymandering on one side and the most extreme example of impossible to close borders. It is fair to interpret this continuum as a legislative grant of discretion to the cities to declare exceptions where it sees gerrymandering and to declare exceptions in areas with non-closable borders, where it is desirable to give effect to other important priorities like protecting communities of interest and minority communities. Under this interpretation, the council has discretion to declare Map 103 District D "contiguous to the extent practicable" because it is a non-closable border, and it wishes to put into effect other important priorities. I have previously stated the nexus being a connection of the two District D areas to a large network of county lands that allows the easy movement of people between the areas.

I do hope that our Morgan Hill Council sends a message to Morgan Hill and Santa Clara County residents that it is going to stand up for the protection of communities of interest and minority communities. That it will stand in solidarity with our CA legislators to protect minority communities. As I said before, to defeat a lawsuit brought by anyone to challenge your decision to declare District D contiguous to the extent practicable all the City Attorney has to prove is that your decision was not arbitrary, capricious, or without any evidence. With all the written evidence in the record, including from Attorney Baller, the Asian Law Alliance, and me, Attorney Benavides, the City Attorney would have the easiest case to win in court. I am 100% confident about that.

Regards,

Armando Benavides

cc: Wide distribution

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

I guarantee to wildly improbable.

No contiguity, just a cavernous chasm.

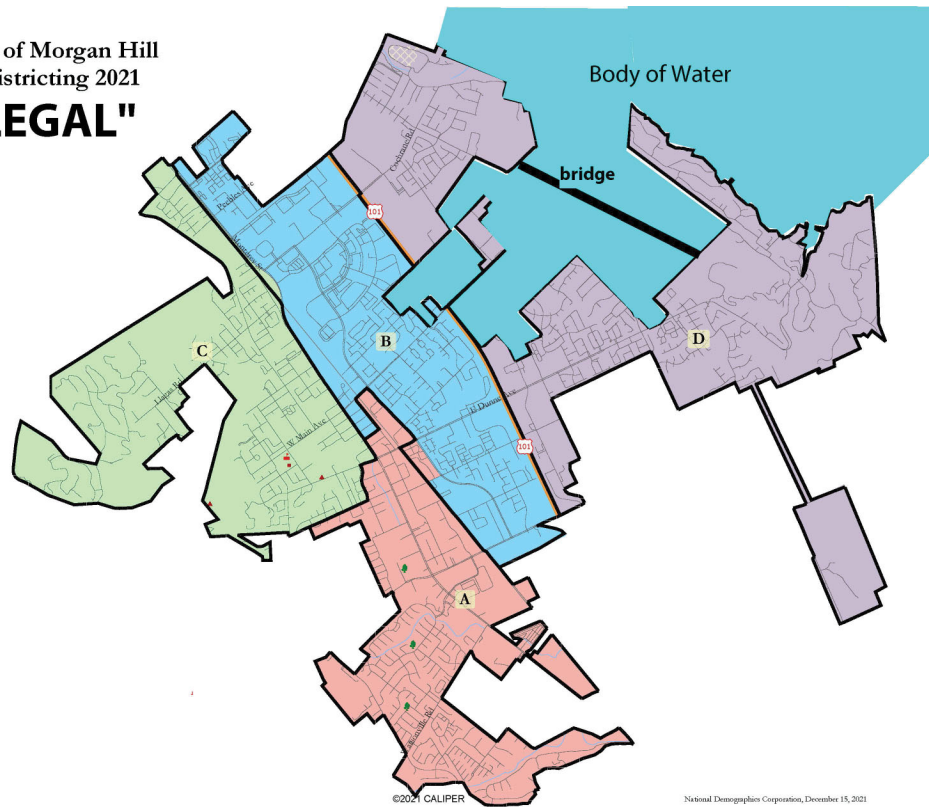
But, the City and its people indeed have “much to gain and nothing to lose, by doing the right thing”.¹

Will you?

“Unnecessarily and incorrectly rigid interpretation¹”

City of Morgan Hill
Redistricting 2021

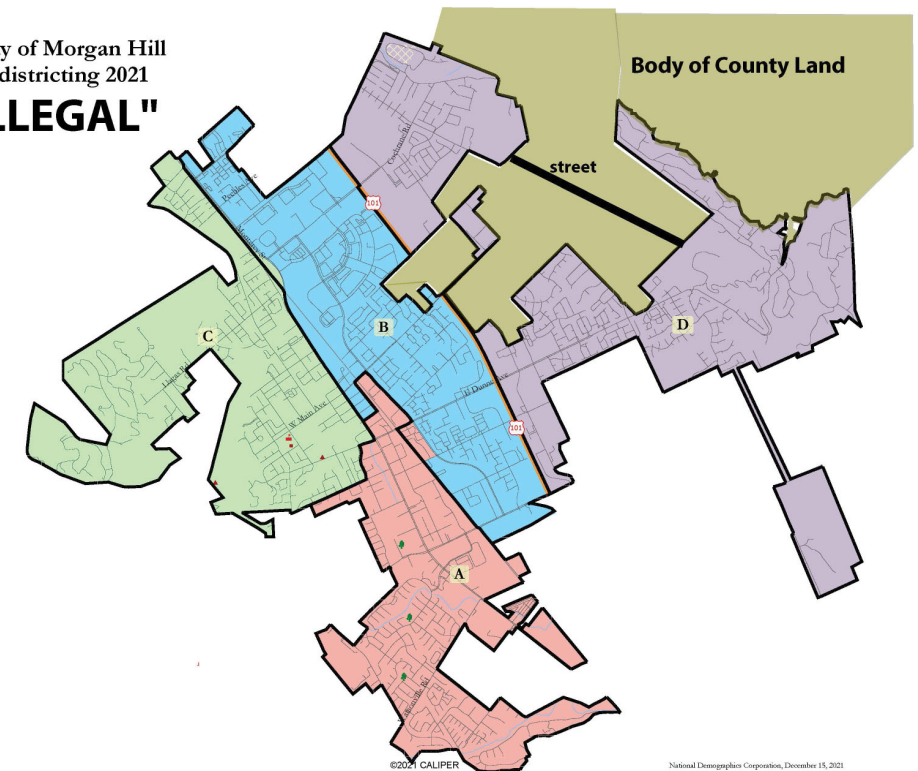
"LEGAL"



State of Washington: Districts should be composed of convenient, contiguous, and compact territory. Land areas may be **deemed contiguous** if they share a common land border or are connected by a ferry, highway, bridge, or tunnel. Areas separated by geographical boundaries or artificial barriers that prevent transportation within a district should not be deemed contiguous

City of Morgan Hill
Redistricting 2021

"ILLEGAL"



State of CA ? : Land areas separated by water may be **deemed contiguous** if they share a common land border or are connected by a ferry, highway, or bridge, or tunnel, but land areas separated by land may not be deemed contiguous no matter what?

[1] Morris J. Baller, Letter to Mayor Constantine and Members of the City Council, Feb 15, 2022.

Is this chasm really just about different interpretations?

"The legislator who sponsored the legislation that created the new criteria was very concerned about, who is now our Attorney General, was very concerned about districts where there are sections of the districts that don't touch each other and that was one of the reasons that the legislature created this new criteria. They've always had to be contiguous in some way, but we were allowed to cross over county unincorporated stretches, the way contiguity is now defined we can't anymore."²

"**I guarantee you** if we don't conform with the new requirements there will be a lawsuit brought, if not by the Attorney General, by someone else looking to get attorney fees on a pretty easy case to make when we have districts that are not contiguous and the very first priority among the criteria is contiguous districts."²

"...the legislative purpose underlying the Act was to prevent gerrymandering via "cracking" or "packing" that would diminish minority communities' voting strength; the requirement to achieve contiguity "to the extent practicable" and consistent with the other districting factors – including, most importantly, keeping COIs together - **was intended to protect minority and COI voting strength, not to diminish it by a wooden interpretation that effectively makes a narrowly defined contiguity factor eliminate all other considerations.** It would be not just ironic, but tragic, if Morgan Hill were to cancel out the most practically significant gains of its recent election system change in the mistaken belief that it is thereby bowing to the Legislature's actual intention, **when that intention was to empower – not disenfranchise – minority voters.**"¹

"It is **wildly improbable** that the State Attorney General – the author of the FAIR ACT and a strong advocate for minority voting rights – would even consider suing Morgan Hill for adopting a map based on the kind of holistic and flexible interpretation of section 21601 (c)(3) that Mr. Benavides correctly urges the City to utilize. It is far more likely that minority voting rights advocates would sue the City for discrimination in districting if it were to split or crack the District B area."¹

[2] December 15, 2021 City Council Meeting, transcription of comments by City Attorney from City video archive.

What the legislative record³ said the sponsor of AB 849 said

“Redistricting is of crucial importance to local democracy. How county supervisor, city council, school board, and other local government election districts are drawn can help determine, for the next decade, whether or not a community will be represented at their closest levels of government. Unfortunately, unlike State redistricting, there are very few requirements on local redistricting to ensure the process is fair and transparent and that the public, and especially underrepresented communities, are engaged in the process. California law also provides obsolete rules for local redistricting – on matters including timing, public hearing requirements, and redistricting criteria – that undermine the goal of fair representation.”

“This is especially problematic because local government is already highly unrepresentative. According to a 2015 NALEO study, only 10% of county supervisors and 15% of city council members are Latino, despite the fact that 40% of Californians are Latino. We are thus heading into a 2020 redistricting cycle where unrepresentative boards will be redrawing election districts with no criteria to ensure fair representation and with few requirements to engage their residents and communities, and especially non-English-speaking communities, in the process.”

“AB 849, the FAIR MAPS Act, reforms the local redistricting process to address these problems in three crucial ways: **First, AB 849 reforms the criteria for local redistricting to minimize the possibility of gerrymandering and to ensure that communities and neighborhoods are kept whole as much as possible. When a community is fractured across multiple districts, its voting power is diluted. This results in local officials who are less representative and accountable. Unfortunately, under current law, local governments “may” – but are not required to – consider communities of interest in redistricting. Instead, this bill would establish mandatory, ranked redistricting criteria, modeled off the State redistricting criteria, so that keeping communities intact is actually prioritized.** The bill also cleans up ambiguous criteria from our code and, for the first time, bans partisan gerrymandering at the local level. The latter is crucial to the integrity of our local democracy and better aligns with our State Constitution, which already requires that local elections be officially nonpartisan.”

“Second, AB 849 provides important procedural and transparency safeguards, so that the public can better participate in their local redistricting process. AB 849 requires that a local jurisdiction hold a minimum of four public hearings before approving a new district map. For larger jurisdictions, the hearings must be held in different areas of the jurisdiction and at different times of day, so that all residents, including those with work and family obligations, have the opportunity to participate. The bill requires local governments to engage in basic community outreach, so that diverse communities are aware of the process and its importance, and requires local governments to offer live-translation at public hearings upon request, so that language is not a barrier to advocating for fair districts. Finally, the bill requires substantially more transparency in the process, including requirements that public hearing dates and redistricting materials be published online. Draft maps, in particular, would have to be published online for at least 7 days to prevent secretly-developed mapseing unveiled and adopted at the last minute.”

“Finally, AB 849 makes a number of timing changes, to better align local redistricting deadlines with the deadline for state redistricting and the new March primary elections. The bill requires local governments to complete redistricting at least five months before their next local election after the publication of census data, which will give many local governments more time to redistrict than under current law. The bill also removes the indefensible remedies in current law for when local governments miss the redistricting deadline – like general law cities counter intuitively and unhelpfully reverting to at-large elections. Instead, jurisdictions that do not meet their redistricting deadlines will have a court adopt new district boundaries, the same alternative procedure that is in place for state and congressional redistricting.”

[3] Assembly Committee on Local Government, Hearing on AB849 (Bonta), April 24, 2019, Author’s Statement.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

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

YAC PRESENTATION

DEVELOPMENTAL ASSET #26 - CARING

RECOMMENDATION(S)

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

REPORT NARRATIVE:

COMMUNITY ENGAGEMENT:

ALTERNATIVE ACTIONS:

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

FISCAL AND RESOURCE IMPACT:

CEQA (California Environmental Quality Act):



February

Developmental Asset #26

Caring

Young person places high value
on helping other people.



February

Complementary Asset #9

Young person serves in the community
one or more hours per week.

Jaslyn Gutierrez

YAC Active Member



Why is being caring in a school environment important?

- ◆ Sets an example for others
- ◆ Builds new relationships with others
- ◆ Creates a better school experience



Harrison Guire

YAC Active Member



Why does compassion matter?

- ◆ Development
- ◆ Builds strong relationships
- ◆ Learn about others



Vaishnavi Muralidharan

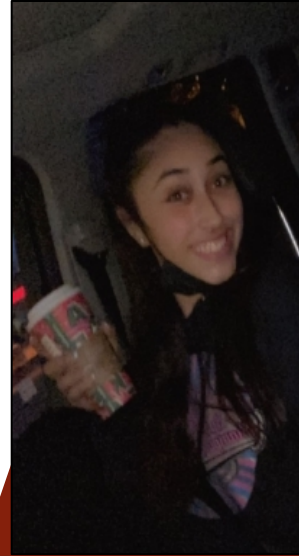
YAC Vice-President



How has the act of caring impacted you?

I was able to...

- ◆ Realize that I have a support system
- ◆ Feel valued in my community
- ◆ Understand the importance of being caring towards others



Questions to Council

How has someone else caring for you had an impact on your life?

What is a current city-wide issue that you care deeply about?



CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Maria Angeles, Senior Civil Engineer

APPROVED BY: City Manager

RECEIVE ANNUAL REPORT ON 2021 CITY ENGINEER ACCEPTANCES OF PUBLIC IMPROVEMENTS COMPLETED BY PRIVATE DEVELOPMENT PROJECTS

RECOMMENDATION(S)

Accept and file Annual Report on 2021 City Engineer acceptances of public improvements completed by private development projects.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

REPORT NARRATIVE:

On December 2, 2020, the City Council approved the delegation of authority, from the City Council to the City Engineer, to accept the public improvements completed by private development projects. This delegation of authority was done to streamline the project acceptance process.

Also, at the December 2020 City Council meeting, City Council directed staff to bring back periodic reports to Council on the project acceptances performed by the City Engineer.

This is the first annual report to the City Council on the development projects accepted by the City Engineer. The attached report (Attachment 1) shows detailed information about the eight (8) development projects for which improvements were accepted by the City Engineer in calendar year 2021.

COMMUNITY ENGAGEMENT:

This report serves to inform the City Council and community about the project acceptances performed by the City Engineer in calendar year 2021.

ALTERNATIVE ACTIONS:

Not Applicable – acceptance of a report only; no action is required.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

December 2, 2020 – City Council formally delegated the authority to accept the public improvements completed by private development projects from the City Council to the City Engineer.

FISCAL AND RESOURCE IMPACT:

The acceptance of this report has no fiscal impact.

CEQA (California Environmental Quality Act):

Not a Project

The acceptance of this report is considered “an organizational or administrative activity of a government that will not result in direct or indirect physical changes in the environment.”

LIST OF DEVELOPMENT PROJECTS WITH PUBLIC IMPROVEMENTS ACCEPTED BY THE CITY ENGINEER **CALENDAR YEAR 2021**

No.	Date of Acceptance by City Engineer	Date of Project Completion	Project Name	Project Description	Project Location	APN	Developer Name	Date of Subdivision Improvements Agreement or Improvement Agreement	Date of Council Approval of Final Map	Streets Accepted	Street Lengths (miles)	Other Improvements Accepted	Value of the Public Improvements Accepted
1	3/10/2021	2/26/2021	Evergreen Apartments - Morgan Ranch (Tract 10450)	168 Multi-Family Rental Units	Northeast corner of San Pedro Avenue and Condit Road	817-12-020	MH Evergreen Multi, LLC	11/21/2017	11/15/2017	No new street miles	0.00	Frontage improvements along Condit Road & San Pedro Avenue (new curb, gutter & sidewalk, driveway approaches, streetlights, and overhead utility undergrounding)	\$ 1,336,715
2	5/11/2021	5/7/2021	Sunsweet	Mixed-use development with 83 apartment units and 4 commercial units	90 E. 3rd Street	767-13-032, -044 & -054	Sunsweet Morgan Hill Development, LLC	4/17/2018	N/A	No new street miles	0.00	Frontage improvements along Third, Fourth & Depot Streets (new curb, gutter & sidewalk, and driveway approaches)	\$ 191,974
3	5/13/2021	5/13/2021	Madison Gate Phase 1 (Tract 10385)	20-unit Subdivision (5 single family units and 15 townhome units)	Northerly side of Laurel Road, west of the Honda car dealership	726-56-001 thru -050 726-01-011 thru -026	Tri Pointe Homes, Inc.	3/24/2017	1/18/2017	No new street miles	0.00	Frontage improvements along Laurel Road (new curb, gutter & sidewalk, and driveway approaches)	\$ 411,030
4	6/24/2021	6/2/2021	Las Colinas (Tract 10471)	32-unit Residential development	East Dunne Avenue, just east of Butterfield Boulevard	726-02-014	MH Las Colinas 2017 LLC	6/19/2018	6/20/2018	St Anthony Drive	0.01	New sidewalk along E. Dunne Avenue	\$ 608,754
										Los Castanos Drive	0.01		
5	10/15/2021	10/12/2021	Sutter Boulevard Extension	Extension of Sutter Boulevard from Butterfield Boulevard and Sutter Boulevard to the southern end of Sutter Boulevard, north of Digital Drive	Between Butterfield Boulevard and Sutter Boulevard intersection and southern end of Sutter Boulevard	n/a	JTJ Morgan Hill RE LLC	3/18/2020	N/A	Sutter Boulevard	0.28	No other improvements	\$ 2,622,615

No.	Date of Acceptance by City Engineer	Date of Project Completion	Project Name	Project Description	Project Location	APN	Developer Name	Date of Subdivision Improvements Agreement or Improvement Agreement	Date of Council Approval of Final Map	Streets Accepted	Street Lengths (miles)	Other Improvements Accepted	Value of the Public Improvements Accepted
6	10/21/2021	10/1/2021	Evergreen Homes - Veneto (Tract 10403)	60 Condominium Units & 14 Residential units	Northwest corner of San Pedro Avenue and Murphy Avenue	817-40-021 thru -092	MH Evergreen 74, LLC	11/21/2017	11/15/2017	No new street miles	0.00	Frontage improvements along Murphy & San Pedro Avenues (new curb, gutter & sidewalk, driveway approaches, streetlights, and overhead utility undergrounding)	\$ 1,129,260
7	11/1/2021	10/29/2021	The Gables (Tract 10406)	37-unit subdivision	Northwest corner of Monterey Road and Watsonville Road	767-23-030	Presidio Van Daele Watsonville 37, LLC	8/29/2017	7/26/2017	Lucca Avenue	0.01	Frontage improvements along Monterey & Watsonville Roads (new curb, gutter & sidewalk, and streetlights)	\$ 724,100
8	12/7/2021	11/30/2021	Dunne Hill Meadows (Tract 10378)	6-unit subdivision	Northeasterly corner of East Dunne Avenue and Hill Road	728-10-045 thru -050	Mission Pacific Homes LLC	9/28/2017	9/27/2017	No new street miles	0.00	Frontage improvements along Hill Road (new curb, gutter & sidewalk, and relocation of an existing traffic signal pole)	\$ 489,247

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Jennifer Ponce, OES Coordinator

APPROVED BY: City Manager

APPROVE CITY OF MORGAN HILL'S EMERGENCY OPERATIONS PLAN UPDATE 2022

RECOMMENDATION(S)

Authorize the approval, distribution, and use of the updated Emergency Operations Plan.

Estimated Time: Consent

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Preserving and Cultivating Public Trust

2020-2021 Strategic Priorities

Community Engagement and Messaging

REPORT NARRATIVE:

The Office of Emergency Services is charged per City ordinance with the preparation and execution of a written plan designed to address the City's response to person-made and natural disasters.

Staff from the Morgan Hill Office of Emergency Services have updated the Emergency Operations Plan consistent with current standards in emergency management. The plan outlines the necessary roles and responsibilities that will be discharged by City staff and volunteers in the event a disaster strikes Morgan Hill.

The updates for 2022 include the addition of the Call Center to our Emergency Operations Center (EOC) Team. In addition, an updated Letter of Promulgation from our Mayor will be added following the approval.

This plan continues the City's compliance with the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

It facilitates multi-agency and multi-jurisdictional coordination during emergency operations, public information functions, and resource management.

COMMUNITY ENGAGEMENT:

Inform

The Emergency Operations Plan is a public document that outlines the City of Morgan Hill's actions before, during, and after an emergency and guides the City's response to major emergencies/disasters.

ALTERNATIVE ACTIONS:

If this plan is not updated, the current plan dated January 20, 2021 will remain in place.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

At the February 17, 2021 City Council meeting, the January 20, 2021 Emergency Operations Plan was approved.

FISCAL AND RESOURCE IMPACT:

None. Periodic update of Emergency Operations Plan is part of the Office of Emergency Services workplan.

CEQA (California Environmental Quality Act):

Not a Project. The emergency operations plan update does not constitute a project as defined in Section 15378 of the State CEQA guidelines as it is an administrative activity that will not result in physical environmental impacts.



Emergency Operations Plan



***“Partnering with the community to improve the quality of life
in Morgan Hill through preparedness”***

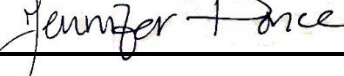
Revision 2.3
February 16, 2022



Revision History

REV	DATE	DESCRIPTION	AUTHOR
1.0	06-JAN-2013	Initial Release	Jennifer Ponce
2.0	11-JAN-2018	New document format with multilevel paragraph & subject numbering; Added activation levels chart (page 9); Updated EOC Organization (pages 13-15); EOC Operations update (page 17); Dissemination of Information update (page 18); Removed CERT Section (page 21); Updated web reference links (pages 27, 30, 31); Appendices broken out into new separate document.	Jennifer Ponce
2.1	08-FEB-2018	Inserted Letter of Promulgation	Jennifer Ponce
N/A	23-JAN-2019	Annual Review; No changes	Jennifer Ponce
2.2	13-JAN-2021	Revised with minor updates to sections 2.1, 2.2.6, 2.3.11.3, 3, 4.3.1, 4.2, 4.3.2, 4.7, 10. New Letter of Promulgation from Mayor Constantine	Jennifer Ponce
2.3	02-FEB-2022	Annual Review; Added Call Center into section 2.3.11.2 (Ops Section); New Letter of Promulgation	Jennifer Ponce

Approval Signatures

REV	NAME	TITLE/POSITION	SIGNATURE
1.0	Jennifer Ponce	OES Coordinator	
2.0	Jennifer Ponce	OES Coordinator	
2.1	Jennifer Ponce	OES Coordinator	
N/A	Jennifer Ponce	OES Coordinator	
2.2	Jennifer Ponce	OES Coordinator	
2.3	Jennifer Ponce	OES Coordinator	



17555 PEAK AVENUE
MORGAN HILL, CA 95037
PHONE: (408) 776-7373
FAX: (408) 778-7869
www.morgan-hill.ca.gov

Reserved for Letter of Promulgation

Table of Contents

SECTION 1: EXECUTIVE SUMMARY	6
1.1 PURPOSE	6
1.2 CONCEPT OF OPERATIONS	6
1.3 THE CITY OF MORGAN HILL'S EMERGENCY ORGANIZATION	7
SECTION 2: PLAN DETAILS.....	8
2.1 PLAN OVERVIEW	8
2.2 ACTIVATION OF THE EOC	8
2.3 ORGANIZATIONAL STRUCTURE	10
2.4 COORDINATION WITH THE FIELD RESPONSE LEVEL – ICS	15
2.5 THE ACTION PLANNING PROCESS (DURING AN INCIDENT)	15
SECTION 3: EOC OPERATIONS	17
3.1 EOC SET UP.....	17
3.2 EOC STAFFING.....	17
3.3 EOC TRAINING	17
SECTION 4: DISASTER SERVICE WORKERS – EMPLOYEES AND VOLUNTEERS.....	18
4.1 CITY EMPLOYEES	18
4.2 VOLUNTEER ORGANIZATIONS AND PRIVATE AGENCIES.....	18
4.3 COORDINATION OF VOLUNTEERS	19
4.4 REGISTRATION	19
4.5 WORKER'S COMPENSATION CLAIMS	19
4.6 LIABILITY CLAIMS	19
4.7 ACTIVATION OF DSWs.....	20
4.8 EMPLOYEE EMERGENCY PREPAREDNESS TRAINING	20
SECTION 5: WEBEOC	20
SECTION 6: EMERGENCY PROCLAMATIONS.....	21
6.1 WHAT CONSTITUTES AN EMERGENCY?	21
6.2 LOCAL EMERGENCIES	21
SECTION 7: CONTINUITY OF GOVERNMENT	21
7.1 LINES OF SUCCESSION	22
7.2 RECONSTITUTION OF THE GOVERNING BODY.....	22
7.3 PROTECTION OF VITAL RECORDS	22
SECTION 8: MULTI-AGENCY / INTERAGENCY COORDINATION	23
8.1 MULTI-AGENCY OR INTERAGENCY COORDINATION IN THE EOC	23
SECTION 9: MUTUAL AID SYSTEM.....	23
9.1 MUTUAL AID AGREEMENTS/COUNTY-OP AREA COORDINATORS	24
9.2 MUTUAL AID POLICIES AND PROCEDURES	24
SECTION 10: HAZARD ANALYSIS	24
10.1 SEISMIC HAZARDS.....	25
10.2 GEOLOGICAL HAZARDS.....	25
10.3 WILDFIRE HAZARDS	25
10.4 FLOODING.....	25
SECTION 11: HAZARD MITIGATION.....	25
11.1 THE CASE FOR HAZARD MITIGATION	25
11.2 HAZARD MITIGATION ACTIONS	26

SECTION 12: AFTER THE DISASTER.....27
12.1 LOCAL27

SECTION 13: RECOVERY OPERATIONS27
13.1 SHORT TERM OBJECTIVES28
13.2 MID TERM OBJECTIVES.....28
13.3 LONG TERM OBJECTIVES28
13.4 DISASTER RECOVERY ASSISTANCE CENTERS.....28
13.5 RECOVERY PLANNING28
13.6 RECOVERY FUNDING.....29

SECTION 14: PUBLIC EDUCATION – DISASTER PREPAREDNESS.....29

SECTION 15: APPROVALS, AUTHORITIES, AND REFERENCES29

SECTION 1: EXECUTIVE SUMMARY

1.1 PURPOSE

The purpose of the Emergency Operations Plan (EOP) is to define the actions required of the City of Morgan Hill before, during, and after an emergency and to guide the City's response to major emergencies/disasters.

Additionally, this Plan supports the Morgan Hill Municipal Code Chapter 2.44 Civil Disaster and Emergency Organization Purposes, which are "to provide for the preparation and carrying out of plans for the protection of persons and property within the city in the event of an emergency..."

1.2 CONCEPT OF OPERATIONS

The City of Morgan Hill's Emergency Operations Center (EOC) follows California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) as the emergency management response structure for disaster operations. These systems provide for Management, Operations, Logistics, Planning and Intelligence, and Finance and Administration Sections of the organization.

The operational priorities are protecting lives, meeting human welfare needs, temporary restoration of publicly provided facilities and services, as well as those provided by private organizations and special districts, protecting property, preserving the environment, and permanent restoration of facilities.

The Office of Emergency Services (OES) identifies potential threats to life, property and the environment, and then develops plans, procedures, and guidelines to minimize or respond to those threats. Together these documents will help coordinate and support emergency response and recovery and will be tested through exercises and validated by the results of actual response. The goal is to maintain a robust emergency management organization with collaborative ties among governments, community based organizations, volunteers, public service agencies and the private sector.

Morgan Hill OES follows the four (4) phases of Emergency Management.

- **Mitigation**
Actions taken to reduce the exposure to, probability of, or potential loss from hazardous events. Mitigation is often accomplished in conjunction with other local, state, and/or federal agencies
- **Preparedness**
Establishing of authorities and responsibilities for emergency actions and the garnering of resources to support them. Preparedness includes staff training, identifying possible facility, and asset needs and encompasses a program of tests, drills, and exercises. Public outreach is imperative and Community Emergency Response Team (CERT) training is an excellent vehicle to accomplish this work.
- **Response**
Time-sensitive actions taken to save lives and protect property, including actions which stabilize the situation. Response includes notifying and activating the emergency management organization, warning, evacuating, or sheltering the local population, keeping the population informed, rescuing individuals and providing emergency medical care, maintaining law and order, assessing damage addressing mitigation issues that arise from response actions, and requesting help from outside sources, when needed.
- **Recovery**
Efforts to restore the infrastructure, social, and economic life of the City. Recovery actions can last over an

extended period of time and involve costly expenditures, including Disaster Assistance funding from state and federal sources.

1.3 THE CITY OF MORGAN HILL'S EMERGENCY ORGANIZATION

1.3.1 Municipal Leadership

The Municipal Code provides for a Disaster Council to develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements. The Disaster Council shall meet upon call of the Chair or in his/her absence the Vice Chair. It is important to note this Council does not have a response role during times of disaster and that it acts solely in an advisory capacity. The Disaster Council is comprised of:

- Council Chair – the Mayor
- Council Vice Chair – the Director of Emergency Services
- Assistant Director of Emergency Services
- The Chief of Police, Director of Public Works, and the Fire Chief
- Such other persons as may be appointed by the Mayor with the advice and consent of the City Council

1.3.2 Director of Emergency Services

This position is filled by the City Manager, who according to the Municipal Code is empowered to make a variety of decisions and take a variety of actions during an emergency on behalf of the City, including acting in the absence of the City Council. Several, but not all, of these powers and duties include:

- Request the City Council proclaim a local emergency
- Request the Governor proclaim a state of emergency
- Control and direct the emergency efforts of the City
- Direct cooperation and coordination between services and staff of the emergency organization of the city
- Represent the City in all dealings with public or private agencies on matter pertaining to emergencies
- Require emergency services of any City staff in the event of a proclamation

1.3.3 City Organization

- Field Personnel
 - Morgan Hill Police Department
 - Morgan Hill Fire Department (Cal Fire)
 - Corporation Yard Staff
 - Volunteers - Community Emergency Response Team (CERT), ARES/RACES amateur radio, Volunteers in Policing (VIP), and spontaneous volunteers, while under supervision
- EOC Personnel
 - Dedicated City staff who are trained in EOC operations
 - Other City staff to serve as needed
 - Volunteers – CERT, ARES/RACES, VIP
 - Fire Representative
 - Morgan Hill Unified School District Representative
 - American Red Cross Representative
 - Outside agencies as needed

SECTION 2: PLAN DETAILS

2.1 PLAN OVERVIEW

The City of Morgan Hill Emergency Operations Plan (EOP) is an all hazards document describing the City's Emergency Operations organization, compliance with relevant legal statutes, other guidelines, and critical components of the Emergency Response System. This plan is not intended to address specific emergency responses.

It is the responsibility of the Office of Emergency Services (OES) Coordinator to develop emergency plans. The OES Coordinator will update and seek approval of the plan as needed.

The Morgan Hill EOP addresses the planned response to and recovery from conditions of disaster or of extreme peril to the safety of persons, property and the environment, by natural or human causes, affecting the City of Morgan Hill and its sphere of influence.

The Plan delineates the City emergency management organization and identifies policies, priorities, responsibilities, and procedures for the EOC.

The Plan also establishes the framework for implementation of SEMS within the City of Morgan Hill and guides its relationship with other levels of government as well as with Field Level Incident Commanders.

The plan is aligned with the State of California Emergency Plan, the Santa Clara Operational Area Interim Agreement, Santa Clara County Emergency Operations Plan, the Morgan Hill Municipal Code as well as plans and Standard Operating Procedures (SOPs) of contract agencies and Special Districts.

The Plan is designed to guide the EOC staff through all phases of emergency management. It is flexible and can be used for all sorts of emergencies and will facilitate both short-term response and long-term recovery.

The Plan describes the basic concept of emergency management. It also describes the structure of the City of Morgan Hill emergency management organization, its responsibilities, and the operational concepts for all-hazard emergencies.

2.2 ACTIVATION OF THE EOC

The EOC is activated by an order of the Director of Emergency Services, or designated representative, in response to threats or disasters which may affect the City of Morgan Hill.

Other times when the EOC will be activated include:

- When the Governor has proclaimed a State of Emergency in an area that includes the City of Morgan Hill
- By a Presidential Declaration of a National Emergency
- The existence of a State of War Emergency

The Director of Emergency Services is authorized to activate the City of Morgan Hill's EOC. In the absence of the City Manager, the Police Chief, Assistant City Manager, or any of the City Department Heads may activate the EOC.

These personnel have the responsibility to determine whether the emergency condition requires the partial or full mobilization of the City Emergency Operations Organization to staff the EOC.

The response to an incident affecting the City of Morgan Hill will be dictated by the overall impact of the incident, rather than the type of incident.

2.2.1 General Criteria for an EOC Activation

- Resources beyond the local capabilities are/will be required
- The emergency may be of a long duration
- Major policy decisions may be needed
- A local or state emergency has been declared
- Activation of the EOC will be advantageous to the successful management of the incident

2.2.2 The EOC Activation Process

Upon notification of the existence of a threat to public safety, property or the environment, (e.g. winter storm, flooding), the Director of Emergency Services (DES) will call together key City staff to assess the scope of the incident/emergency and make a decision regarding EOC activation and the level of activation. These response levels are described within the following Levels of Activation chart.

EVENT/INCIDENT EXAMPLES	ACTIVATION LEVEL	MINIMUM STAFFING	AUTHORIZATION LEVEL
MINOR EVENT • Single site • Two or more departments involved • Potential threat of flood, severe storm, interface fire	ONE	• EOC Coordinator • Public Information Officer • Liaison Officer • Operations Coordinator	• DES • Department Head(s) • OES Coordinator
MODERATE EVENT • Single site • Several response agencies involved • Partial evacuation	TWO	• City Manager or designate • EOC Coordinator • Public Information Officer • Liaison Officer • Section Coordinators	• DES • Department Head(s)
MAJOR EVENT • Multiple site • Regional disaster • Multiple agencies involved • Extensive evacuations • Resources or support required	THREE	• All EOC functions and positions as required	• DES • Department Head(s)

Levels of Activation

2.2.3 City EOC Management, Direction and Control

The EOC is managed by the Director of Emergency Services. The City of Morgan Hill's EOC will utilize multi/interagency coordination as defined in SEMS.

2.2.4 Concept of Operations

Emergency operations address the entire spectrum of contingencies, ranging from relatively minor incidents, such as a utility failure, to large scale disasters such as an earthquake. Some emergencies will be preceded by a buildup or warning period, providing sufficient time to warn the public and implement mitigation measures designed to reduce loss of life, property damage and effects on the environment. Other emergencies occur with little or no

advance warning, thus requiring immediate activation of the Emergency Operations Plan and efficient and coordinated mobilization and deployment of resources. City departments and agencies must be prepared to respond promptly and effectively to any foreseeable emergency, including the provision for, and utilization of, mutual aid assets.

2.2.5 Coordination with Other Emergency Responders

The City of Morgan Hill has identified the jurisdictions, special districts, community-based organizations (CBOs), volunteer agencies, private agencies, including non-government organizations (NGOs) that operate within the City's geographical area and sphere of influence. Many organizations will have a response role during an incident. Their roles will be coordinated by the OES, usually through pre-established relationships, and may include:

- American Red Cross, Silicon Valley Chapter
- CERT
- Faith-based organizations
- Local medical clinics
- Local veterinary clinics
- Medical Volunteer Disaster Response (MVDR aka Medical Reserve Corps)
- Morgan Hill Amateur Radio Emergency Services (MHARES)
- Morgan Hill Unified School District (MHUSD)
- Mount Madonna Y.M.C.A
- Volunteers in Policing (VIP)

Deactivation will occur at the direction of the Director of Emergency Services or designee.

2.2.6 Shelter Operations

In the event of a large scale emergency or disaster, it may be necessary to open a shelter (or shelters) due to evacuation or damage to residences. Sheltering is the responsibility of the City; however, the American Red Cross (ARC) will join efforts as soon as they are able to respond. The City has established sheltering relationships with several local churches who have completed ARC training in shelter management and shelter operations with a dedicated team of City and Volunteer Disaster Service Workers.

In Morgan Hill shelter surveys are conducted to identify facilities that meet the minimum requirements of the Americans with Disabilities Act of 1990.

2.3 ORGANIZATIONAL STRUCTURE

2.3.1 Incident Command System (ICS)

The Incident Command System (ICS) is a nationally used, standardized, on-scene emergency management system specifically designed to allow the user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications through the use of a common organizational structure and standardized procedures.

ICS was developed in California by the Fire Resources of California Organized for Potential Emergencies (FIRESCOPE) to enable successful multi-agency operations during emergency response operations. In addition, it has been adopted by the state and is specifically required for SEMS compliance. It has been adopted by the federal government and is specifically required for NIMS compliance.

2.3.2 Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) is the system required by California Government Codes §8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in California.

SEMS incorporates the use of the ICS, the Master Mutual Aid Agreement and existing mutual aid systems, the Operational Area Concept, the Operational Area Satellite Information System (OASIS), and multi-agency coordination. Local governments must use SEMS to be eligible for reimbursement of their response-related personnel costs under state disaster assistance programs.

2.3.3 SEMS Functions

There are five (5) designated levels in the SEMS organization: Field Response, Local Government, Operational Area, Regional, and State. Each level is activated as needed.

- The **Field Response Level** commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.
- The **Local Government Level** manages and coordinates the overall emergency response and recovery activities within its jurisdiction. The local government level includes cities, counties, and special districts.
- The **Operational Area Level** manages and/or coordinates information, resources, and priorities among local governments; and serves as the coordination and communication link between the local government level and the regional level. The Operational Area includes all the jurisdictions and special districts within the county geographical area. The County of Santa Clara is the lead agency for the Operational Area.
- The **Regional Level** manages and coordinates information and resources among operational areas within the mutual aid region designated and between the operational areas and the state level. This level, along with the state level, coordinates overall state agency support for emergency response activities.
- The **State Level** manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

2.3.4 Local Government Level in SEMS

The basic role of a local government is to manage and coordinate the overall emergency response and recovery activities within its jurisdiction.

Under SEMS, special districts are units of local government (other than a city, county, or city and county) with authority or responsibility to own, operate or maintain a project (as defined in the California Code of Regulations for purposes of natural disaster assistance). This may include joint powers authority.

The City is responsible for emergency response within its boundaries, although some services are contracted for from other agencies. All local governments are responsible for coordinating with other local governments, to their field response level, and with the operational area. The City may support its emergency response by opening its EOC and providing mutual aid within its capabilities.

The City is primarily responsible during emergencies for restoration of services that it normally provides. It is also responsible for safety of people at its facilities or on its property and for warning of hazards from its facilities or operations. Some special districts may assist other local governments in the emergency response.

2.3.5 SEMS Requirements for Local Governments

The City will comply with SEMS regulations in order to be eligible for state funding of response-related personnel costs and will:

- Use SEMS when a local emergency is declared or proclaimed.
- Establish coordination and communications with field incident commanders.
- Use existing mutual aid systems to assist in dealing with fire, law enforcement, and all other incidents.
- Establish coordination and communications between the City EOC when activated, to the Operational Area's EOC, and any state or local emergency response agency having jurisdiction for an incident.
- Use coordination with other agencies to facilitate decisions for emergency response activities.
- SEMS includes fulfilling the management and coordination role of local government and providing for the five (5) essential functions of Management, Operations, Planning, Logistics and Finance/Administration.

2.3.6 National Incident Management System (NIMS)

Homeland Security Presidential Directive (HSPD) – 5 requires all states and local governments to adopt and implement NIMS.

NIMS include the following components:

- Command and management, including the ICS
- Communications and information management
- Preparedness
- Resource management
- Multi-Agency coordination
- Supporting technologies
- Joint Information System (JIS)
- NIMS management and maintenance

2.3.7 Operational Area Responsibilities under SEMS and NIMS

The implementation of SEMS and NIMS is a cooperative effort of all departments and agencies within the county, cities, and special districts that have an emergency response role.

All City staff who may work in the EOC, in a Departmental EOC or at the field level will receive appropriate SEMS/NIMS/ICS training as recommended by the Department of Homeland Security. To validate preparedness and planning efforts, the City will develop an exercise program that provides periodic exercises for EOC and DEOC personnel under SEMS/NIMS/ICS guidelines.

2.3.8 National Response Framework (NRF)

The National Response Framework is built upon the premise that incidents are typically handled at the lowest jurisdictional level. In the vast majority of incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector, and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support. The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident- or hazard-specific plans.

2.3.9 Special District Involvement

Special districts are defined as local governments in SEMS. The emergency response role of special districts such as the Santa Clara Valley Water District is generally focused on the return to normal services. During disasters, some types of special districts will be extensively involved in the emergency response by assisting the City.

2.3.10 Area Command and Unified Command

An Area Command may be established when the complexity of an incident or incident management span-of-control issues are present. An Area Command oversees the management of multiple incidents, each being handled by separate ICS organizations. These incidents may also be non-site-specific, geographically dispersed or evolve over a long period of time (e.g., a bio-terrorism incident). An Area Command organization can also be used if there are a number of incidents in the same area and of the same type, such as HAZMAT spills or wildfires. These are incidents using the same resources. Multi-jurisdictional incidents may be handled by a Unified Command wherein each jurisdiction has a representative in the command structure.

2.3.11 Incident Command System under SEMS

ICS/SEMS is composed of five (5) functions: Management, Operations, Planning/ Intelligence, Logistics and Finance/Administration. These functions are present in every EOC and mirror the ICS functions which may, or may not, be contained in Field Level Command Posts. The exact EOC organizational staffing level is decided by the Director of Emergency Services, upon consultation with the EOC Section Coordinators, with consideration given to the circumstances and scope of the emergency/disaster.

2.3.11.1 Management Section “Leads It”

The Director of Emergency Services/EOC Director has responsibility for the overall management of the City’s response. The Director ensures that all EOC functions are staffed by the most qualified individuals. This section sets objectives, reviews and approves action plans, provides public information, keeps track of legal concerns and makes policy decisions, subject to later ratification by the City Council. The EOC Management Section should focus on strategy and policy, not tactics. This Section also coordinates the activities of other county, state, and federal agencies with the City.

The Management Section Staff consists of:

- Director of Emergency Services (DES)
- Deputy DES
- EOC Coordinator / Liaison Officer
- Public Information Officer
- Legal Advisor
- Safety & Security Officer

2.3.11.2 Operations Section “Does It”

The Operations Section Coordinator is responsible for the coordination and management of all branches in the Operations Section. Depending upon the type of event which is occurring, the Operations Section Coordinator may be from the Public Works Branch, the Law Enforcement Branch or the Fire Services Branch. This section develops the Operations Section of the EOC Action Plan to meet objectives set by the Management Section. It allocates personnel and equipment, identifies staging areas and manages mutual aid. Multi-purpose staging areas are also under the management of this section. This Section responds to field requests, anticipates needs, and coordinates information gathering in conjunction with the Plans Section.

This Section may have to deal with inmate issues (the Boys Ranch), special populations, animal control issues, hazardous materials, coroners, emergency medical, crisis counseling for emergency responders, urban search and rescue, disease control, utility restoration, flooding, damage assessment, safety assessments, sheltering and feeding, and potable water.

The Operations Section Staff consists of:

- Law Enforcement Branch

- Fire and Rescue Branch
 - CERT Field Unit
- Public Works/Engineering Branch
 - Building Inspection Unit
 - Dept. Emergency Operations Center (DEOC)
 - DEOC Support
- Community Services Branch
 - American Red Cross Unit
 - MHUSD Unit
 - Call Center
 - Care and Shelter Unit
 - Shelter Operations Field Unit

2.3.11.3 Planning/Intelligence Section “Plans It”

The Planning/Intelligence Section Coordinator leads this Section which may be structured into several units depending upon the needs of the incident. Situation Analysis and Damage Assessment are examples of units which may be formed within this Section. The Planning/Intelligence Section is responsible for gathering, tracking, and displaying verified information which correctly describes the incident status. It compiles the status of utilities, road conditions, public buildings, schools, shelters, and damaged/destroyed buildings and homes.

Planning/Intelligence maintains documentation for historical and legal records. It makes projections on the course of the event and makes forward-looking plans. The Planning/Intelligence Section is also responsible for compilation of and publication of the Incident Action Plan and ensures information reporting is shared with the Operational Area via the countywide web based system “WebEOC”.

The Planning/Intelligence Section is responsible for the collection, distribution, and display of information related to the incident status. As the incident progresses, the Section anticipates the needs for demobilization long before needed.

The Planning/Intelligence Section Staff consists of:

- Situational Analysis Branch
- Advanced Planning Unit
- Documentation Unit
 - GIS/CAD Unit
 - WebEOC Unit

2.3.11.4 Logistics Section “Gets It”

The Logistics Section Coordinator leads the Section and is responsible for providing all support needs to the incident. This Section maintains records of requests and the disposition of resources. It provides personnel support including volunteers, specialized equipment and contractor services not available in-house, transportation, housing, feeding, tracking of resources as they move, provision of sanitation services, information technology support, and communications. Requests for personnel, equipment, supplies, and shelters are a few examples of what this Section handles.

The Logistics Section Staff consists of:

- Personnel Branch
 - Emergency Volunteer Center Field Unit
- Resources Branch
 - Supply Unit

- Transportation Branch
- Communication Branch
 - ARES Unit

2.3.11.5 Finance/Administration Section “Pays for It”

The Finance/Administration Section Coordinator leads this Section and is responsible for fiscal management, time-keeping on personnel and equipment, and tracking the overall cost of the incident. This Section handles procurement, the administration of vendor contracts, compensation, travel requests, and claims. Finance also prepares and maintains adequate records for cost recovery.

The Finance/Administration Section Staff consists of:

- Time Branch
- Cost Branch
- Compensation/Claims Branch

2.4 COORDINATION WITH THE FIELD RESPONSE LEVEL – ICS

Common terminology is used to describe organizational functions, resources, and facilities within ICS/SEMS.

Modular organization is the method by which the organizational structure develops based upon the kind and size of the incident. The organization's staff builds from the top down with responsibility and performance placed initially with the Incident Commander. Several sections may be covered by one person in a relatively simple organization.

Unified Command is a structure which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by working with other agencies in establishing a common set of incident objectives. This is accomplished without losing or abdicating agency authority, autonomy, responsibility, or accountability.

An Incident Action Plan identifies objectives and strategies made by the Director of Emergency Services for the incident based upon the requirements of the jurisdiction. In the case of Unified Command, the event objectives must adequately reflect the policy and needs of all the jurisdictional agencies. The Incident Action Plan for an event documents the support activities required for the operational period

Span of control within the EOC is a limitation on the number of EOC staff positions that can effectively be supervised or directed by an individual. The span-of-control range is usually from three (3) to seven (7) personnel.

Comprehensive resource management is the identification, grouping, assignment, and tracking of resources.

Integrated communications are established through the use of a communications plan.

2.5 THE ACTION PLANNING PROCESS (DURING AN INCIDENT)

2.5.1 Purpose of the EOC Action Plan

- Establishes the direction and priorities for EOC operations operational objectives for each SEMS function in the EOC and tracks progress.
- Establishes the operational period timeframe for completion of objectives.
- Operational periods are normally in twelve (12) hour increments except for the first and last period.
- May be set by Santa Clara Operational Area for area-wide disasters.

- Provides for accountability and reduces redundancy.
- Provides documentation for the After Action Report.

2.5.2 Emergency Management Teams Action Planning Responsibilities

- **Director of Emergency Services**
Ensures the Incident Action Plan is accomplished.
- **Planning/Intelligence Coordinator:**
Acts as the Facilitator for the Action Planning process. Conducts the Action Planning meeting and prepares or assigns staff to reproduce and distribute the Action Plan.
- **Situation Analysis Unit Leader:**
Assists the Planning/Intelligence Coordinator as required in the preparation of the Action Plan.
- **Documentation Unit Leader:**
Assists in the preparation and distribution of the Plan. Keeps a permanent record of all documents related to the incident.
- All Section Coordinators provide input for the Incident Action Plan.

2.5.3 Planning Meeting

- Reviews the initial situation immediately upon EOC activation.
- Guides the EOC Team through the “Planning P” process.
- Develops the incident objectives.
- Decides on initial size of EOC staff.
- Announces when first action planning meeting will occur. (Usually within two (2) hours of EOC activation).
- Considers declaration of Local Emergency. Initial meeting is brief - usually no longer than twenty (20) minutes.
- Hold the meeting at a site away from the EOC, and the Director, Command and General Staff attend, along with any Liaison Officers.
- The Action Plan can be written on ICS forms or on the WebEOC template.

SECTION 3: EOC OPERATIONS

The City is prepared to operate a primary or alternate EOC when emergencies occur. The locations and facilities of the primary and secondary EOCs have been predefined, equipped and organized. The City is also prepared to activate the EOC remotely.

3.1 EOC SET UP

The set-up of the EOC is the responsibility of the EOC Coordinator. Instructions for the setup of the EOC can be found in "Setup Guides" located at EOC locations.

3.2 EOC STAFFING

Staffing decisions will be driven by the nature and scope of the emergency and the activation level ordered by the Director of Emergency Services. The EOC Sections must be prepared for extended operations on a twenty four (24) hour basis using two (2) twelve (12) hour shifts. Incidents requiring extended EOC Operations may see adjustments in the staffing shift hours, staffing levels, or a combination thereof. The Safety Officer is authorized to recommend to Section Coordinators to order EOC staff members exhibiting fatigue or stress to leave the EOC.

EOC Staff assignments (at least one (1) primary and an alternate) are pre-designated by the Director of Emergency Services in the EOC Staffing Plan which is published separately and updated by the OES.

Contract agencies, special districts, utilities, Community Based Organizations (CBOs), and Non-Governmental Organizations (NGOs) may be requested to send agency liaison representatives to the EOC.

ARES volunteers play a significant role in EOC operations, donating their time, personal communications equipment, and expertise to maintain an auxiliary set of communications channels (voice/packet computer/bulletin board) with other cities/towns/special districts and the Santa Clara County EOC. A secondary or backup ARES capability may be located in the volunteers' vehicles to ensure there are no lost communications during incidents.

3.3 EOC TRAINING

The EOC Staff will participate in an ongoing training program. The OES will make this training available to the team. This program will include the following elements:

3.3.1 Basic Training:

Orientation to the EOC, introduction to the Emergency Operations Plan and basic SEMS/NIMS, used primarily to brief new EOC Staff members.

3.3.2 Specialized/Technical Training:

Training focused on and emphasizing procedures such as WebEOC reporting or setting up a shelter.

3.3.3 Exercises

Table top exercises, functional exercises, or full scale exercises may be used to involve Emergency Management Team members in the processes of emergency management. The team will have at least one (1) exercise each year, unless it is involved in an actual EOC activation during the year.

SECTION 4: DISASTER SERVICE WORKERS – EMPLOYEES AND VOLUNTEERS

Disaster Service Workers (DSWs) are defined as:

- Any person properly registered for the purpose of engaging in disaster service, including paid staff and volunteers.
- Any person registered with an accredited Disaster Council for the purpose of engaging in disaster service without pay or other consideration.
- Unaffiliated persons impressed into service by competent authority during an incident.

4.1 CITY EMPLOYEES

4.1.1 During Working Hours:

When an emergency occurs, all on-duty City staff must remain at work until properly relieved or excused by their supervisors.

4.1.2 During Non-Duty Hours:

During non-working hours, when emergencies occur, City employees with EOC or other emergency assignments should:

- Immediately look to the safety and security of their families.
- As soon as possible, contact their City work station or EOC Section Coordinator to advise of their family status and availability for disaster duties.

4.1.3 Dissemination of Information:

The Public Information Officer of the City, or EOC personnel, can disseminate employee work information during an emergency by the following means.

- The City Cable Channel 17
- Alert SCC; including the Wireless Emergency Alert (WEA) system.
- The Emergency Alert System (all commercial radio and television stations)
- The Police Department
- The City Web Site: www.morganhill.ca.gov
- Social Media

4.2 VOLUNTEER ORGANIZATIONS AND PRIVATE AGENCIES

These groups constitute a significant part of Morgan Hill's emergency response resources. Groups including the Santa Clara Chapter of the American Red Cross are essential elements of the public response efforts to meet the care and shelter needs of local disaster victims. Private sector medical/health resources provide emergency medical care. Government radio communication nets are backed up in the Morgan Hill EOC by highly qualified "HAM" radio operators of the Morgan Hill ARES/RACES who offer their own equipment and separate auxiliary nets as well as field communications units from sources such as fire stations, school campuses, and the Community Emergency Response Team (CERT).

Private agencies, organized groups and service clubs which desire to volunteer to perform specific tasks during emergencies should identify their interests and goals to the OES for pre-disaster recognition and registration processing.

4.2.1 Length of Enrollment/Termination

The Emergency Management Team is authorized to establish enrollment periods, and to coordinate the activities of the various volunteer groups in preparing for emergencies. Spontaneous volunteers (see below for further definition) will normally be enrolled only for the length of the on-going disaster at the time they come forth to provide assistance. Termination may be accomplished if the volunteers fail to perform their responsibilities.

4.3 COORDINATION OF VOLUNTEERS

4.3.1 Pre-Registered Volunteers

Pre-registered volunteers have been assigned specific disaster duties by nature of their registration, i.e. ARES, CERT, Volunteers in Policing (VIPs), etc. These pre-registered volunteers will work under lines of authority designated before the emergency. However, once deployed to field sites on order of the EOC Sections, these organized volunteers will report either individually or as a unit to the Incident Commander at the Incident Command Post. In certain instances, such as a major disaster, these pre-registered volunteers may operate independently but under positive communications control of their respective organizational representative present in the EOC.

4.3.2 Spontaneous Volunteers

Community members may offer their services to the City during emergency situations. Although appreciated the coordination of Spontaneous Volunteers is crucial and must be coordinated through the EOC or OES. The key to successful volunteer employment is to identify individuals' skills and utilize the volunteers in a safe, supervised manner to the extent of their capabilities. These volunteers must register as DSWs prior to serving the City and fall under the control of a designated team/project leader who will supervise their work efforts.

DSW volunteers registered under this program are considered to be acting within the scope of disaster service duties while assisting any unit of an emergency organization or performing any act contributing to the protection of life, property, and the environment or mitigating the effects of a potential emergency.

4.4 REGISTRATION

DSW Volunteers must have certain data registered with the City Clerk's Office and execute a signed loyalty oath or affirmation subscribed by an officer authorized to administer oaths. The City Clerk (or designee) is authorized to administer the loyalty oath to DSWs.

4.5 WORKER'S COMPENSATION CLAIMS

All DSW volunteers are eligible to submit claims for worker's compensation for injuries sustained while performing disaster service under the same authority and guidelines as paid government employees. Injuries sustained should be reported immediately to the volunteer's supervisor who is responsible to advise the EOC Logistics Section, Personnel Branch and/or the Morgan Hill Human Resources Director.

4.6 LIABILITY CLAIMS

Any liability claims or actions filed against a DSW-volunteer will be immediately delivered to the City Attorney or the EOC Finance Section, Claims Branch.

4.7 ACTIVATION OF DSWs

During instances of activation of the EOC, pre-registered volunteers shall be available to assist in the disaster response based on their qualifications. These volunteers are expected to respond to notifications by phone or email, or to self-deploy, by reporting to the Mobilization Center in the Bus Yard.

Self-deploying DSWs will be considered on duty during their direct travel time to and from the Mobilization Center/Cache or other assigned worksite.

For other incidents, requests for DSWs will be announced via:

- Telephonic requests from the EOC, Police Dispatch, or OES
- Email announcement
- AlertSCC
- Announcements on the City's Public Service Television Channel-17 Cable
- Announcements over the Morgan Hill Community Access Television (MHAT) Channel-19 Cable
- Postings on the City's Web Site
- Social Media

4.8 EMPLOYEE EMERGENCY PREPAREDNESS TRAINING

All new employees are required to attend a training session on Emergency Preparedness within the initial first year of employment. The class includes SEMS/NIMS/ICS, personal and family preparedness, requirements of being a DSW, and contents of each employee's seventy two (72) hour emergency kit. All City employees and volunteers are expected to have an emergency kit containing the equipment that might reasonably be required during an activation.

Specialized Training is available for EOC Staff members and may include WebEOC, AlertSCC, EOC section, and position training, ICS and other advanced courses available through FEMA, Emergency Management Institute, and California Specialized Training Institute.

City employees may attend free CERT training or other programs offered by the City OES, American Red Cross, ARES, and other organizations involved in disaster preparedness. The OES will announce training schedules, dates, times and enrollment information as they become available.

SECTION 5: WEBEOC

The City of Morgan Hill utilizes a web-based system of information sharing and reporting. The WebEOC system is used to report emergency information to the Santa Clara County Operational Area (SCC OES).

WebEOC is an internet-based system that assists the Emergency Management Team in capturing and reporting resource status and requests, and also has standard formats for the various ICS forms in use. These forms can be called up online, filled out and submitted electronically.

SECTION 6: EMERGENCY PROCLAMATIONS

6.1 WHAT CONSTITUTES AN EMERGENCY?

The California Emergency Services Act § 8550 and SEMS defines an emergency as “conditions of disaster or of extreme peril to the safety of persons and property...” by natural or human causes. Environmental considerations are also a factor.

Morgan Hill Municipal Code (MHMC) § 2.44.020 defines emergency as “the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city, requiring the combined forces of other political subdivisions to combat.”

6.2 LOCAL EMERGENCIES

The City Council or the City Manager, or designee, may proclaim a Local Emergency in Morgan Hill when there is a threat to the safety of people and property within the City boundaries.

The proclamation of a Local Emergency provides legal authority for the Director of Emergency Services to:

- Request that the Governor proclaim a State of Emergency,
- Put forth orders and regulations to protect life and property, including emergency orders to command the aid of citizens in the community.
- Provide mutual aid to and for the people of the City.
- Require the services of any local official or employee.
- Requisition necessary personnel and material of any department or agency.
- Obtain vital supplies and equipment and, if there is an immediate need, to commandeer the same for public use.
- Impose penalties for violation of lawful orders.

Proclamations of a Local Emergency must be submitted for approval to the City Council by the City Manager and extended or cancelled after periodic reviews within specific timeframes (MHMC § 2.44.070).

SECTION 7: CONTINUITY OF GOVERNMENT

A major disaster could result in the death or injury of key government officials, the partial or complete destruction of established seats of government, and the destruction of public and private records essential to continued operations of government. At all levels, government is responsible for providing continuity of effective leadership and authority and for the direction of emergency operations and management of recovery operations. It is essential that the County of Santa Clara and all the cities/towns and special districts within the county continue to function as government entities.

The California Government Code and other California laws provide the authority for state and local governments to reconstitute themselves in the event incumbents are unable to serve.

7.1 LINES OF SUCCESSION

The California Government Code permits the appointment of up to three (3) standby officers for each member of the governing body. This code also provides for the succession of officers who head departments responsible for maintaining law and order, or for furnishing public services relating to health and safety. The standby officers shall have the same authority and powers as the regular officers or department heads.

Additionally, procedures exist to assure continued functioning of political subdivisions in the event the governing bodies, including standby officers, are unavailable to serve.

The Line of Succession for Director of Emergency Services in Morgan Hill is as follows:

- Assistant City Manager
- Chief of Police
- City Engineer
- Director of Planning and Community Management
- Director of Administrative Services
- Director of Community Services

The Acting Director of Emergency Services shall serve until the Director is available or until a successor is appointed by the City Council.

Any questions as to the availability of the Director of Emergency Services shall be decided by the City Council or any remaining available members of said body.

7.2 RECONSTITUTION OF THE GOVERNING BODY

The California Government Code authorizes local governing bodies to convene, as soon as possible, whenever a State of Emergency or Local Emergency exists and at a place not necessarily within the political subdivision. The duties of a governing body during emergencies include ascertaining the damage to the jurisdiction and its personnel and property, reconstituting itself and any subdivisions, performing functions in preserving law and order, and furnishing local services

The California Government Code establishes a method for reconstituting the governing body. In the case that all members, including all standbys, be unavailable, temporary officers shall be appointed by the chair of the County Board of Supervisors, in which the political subdivision is located, by the Chair of the Board of Supervisors of any other county within one hundred and fifty (150) miles or by the Mayor of any City within one hundred and fifty (150) miles.

The City Government could be reconstituted at City Hall or at any of the alternate EOC locations.

7.3 PROTECTION OF VITAL RECORDS

In the City of Morgan Hill, the City Clerk's Office is responsible for the preservation and protection of vital records. Each department within the City shall identify, maintain, and protect its vital records. Vital records are defined as those records that are essential to the rights and interests of individuals, governments, corporations and other entities, including vital statistics, land and tax records, license registers, articles of incorporation, and historical information. Vital records also include those records essential for emergency response and recovery operations, including utility system maps, emergency supply and equipment locations, emergency operations plans and procedures, and personnel rosters.

These vital records will be essential to the reestablishment of normal government functions, protecting the rights and interests of government. These rights and interests may include the Constitutions, charters, statutes, ordinances, court records, official proceedings, and financial records of Morgan Hill.

Vital records of City of Morgan Hill are routinely stored in the City Clerk's Office, in the files of the various departments, and in off-site storage.

SECTION 8: MULTI-AGENCY / INTERAGENCY COORDINATION

Multi-agency or inter-agency coordination is the participation of agencies and disciplines involved at any level of the ICS/SEMS organization working together in a coordinated effort to facilitate decision-making for overall emergency response activities, including the sharing of critical resources, information and the prioritization of incidents. The Multi-Agency Coordination System (MACS) is a decision-making system used by member jurisdictions of the Santa Clara Operational Area to prioritize and coordinate resource allocation and response to multiple incidents affecting the Operational Area. MACS is usually implemented during a large-scale incident involving multiple agencies or jurisdictions.

Multi-agency or inter-agency coordination is important for:

- Establishing priorities for response
- Allocating critical resources
- Developing strategies for handling multi-agency response problems
- Sharing information
- Facilitating communications

8.1 MULTI-AGENCY OR INTERAGENCY COORDINATION IN THE EOC

Multi-agency or interagency coordination is an integral part of the functioning of the City's EOC. The EOC is staffed by representatives from City departments and agencies who work together at the EOC to coordinate the City's emergency response. Representatives from outside agencies including special districts, volunteer agencies and private organizations may also participate at the EOC with departmental representatives in coordinating the City's response efforts. Coordination with agencies not represented in the EOC may be accomplished through telecommunications, emails, or faxes.

SECTION 9: MUTUAL AID SYSTEM

The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure that adequate resources, facilities, and other support is provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given incident. The basis for the system is the California Master Mutual Aid Agreement, as provided in the California Emergency Services Act. It created a formal structure in which each jurisdiction retains control of its own personnel and facilities, but can give and receive help whenever it is needed. The state government is obligated to provide available resources to assist local jurisdictions in emergencies.

The statewide system includes several discipline-specific mutual aid systems, such as, but not limited to, fire and rescue, law, emergency managers, medical, and public works. The adoption of ICS/SEMS does not alter existing mutual aid systems. To further facilitate the mutual aid process, particularly during day-to-day emergencies

involving public safety agencies, fire and rescue, and law enforcement mutual aid coordinators have been selected and function at the Operational Area, regional and state levels.

Incoming mutual aid resources may be received and processed at several types of facilities including: Incident Command Posts, staging areas, bases, camps, and mobilization centers. Units in staging areas are ready to be sent directly to the disaster site. Staging Areas are off-incident locations at which emergency response personnel and equipment are temporarily located pending assignment, release or reassignment.

During a proclaimed emergency, mutual aid will be coordinated by the Operational Area. The Santa Clara County EOC/Santa Clara Operational Area will coordinate mutual aid requests between the Operational Area member jurisdictions and the State OES Regional Emergency Operations Center (REOC).

9.1 MUTUAL AID AGREEMENTS/COUNTY-OP AREA COORDINATORS

The following depicts the statewide mutual aid agreements, some of which are still under development, in which the Santa Clara County/Santa Clara Operational Area is a participant:

- Medical Examiner/Coroner
- Disaster Medical/Health Mutual Aid
- Emergency Managers Mutual Aid Agreement
- Fire Mutual Aid
- Hazardous Materials Mutual Aid
- Law Enforcement Mutual Aid Agreement
- American Red Cross
- Mental Health Mutual Aid
- Public Works Mutual Aid Agreement
- Search and Rescue Mutual Aid
- Urban Search and Rescue Mutual Aid

Morgan Hill is located in Mutual Aid Region II. This Region is geographically the same as the Coastal OES Region. It is administered by the California Emergency Managers Association Regional Headquarters.

9.2 MUTUAL AID POLICIES AND PROCEDURES

Mutual aid resources will be provided and utilized in accordance with the California Master Mutual Aid Agreement and supporting separate agreements.

Due to the incompatibility of radio communications equipment between most agencies, local agencies should, where possible, provide incoming mutual aid forces with portable radios using local frequencies.

SECTION 10: HAZARD ANALYSIS

The City of Morgan Hill is a reasonably safe place to live and work. Natural threats to life and property include earthquakes, flooding, wildfires, environmental problems and landslides. Human-caused threats to life and property include aircraft crashes, hazardous materials incidents, utility interruptions, communicable diseases, terrorist acts, train derailments, and dam failure. For more information on Anderson Dam, see the Valley Water "Emergency Action Plan for Anderson Dam".

10.1 SEISMIC HAZARDS

The City lies between the Calaveras Fault Zone to the east and the San Andreas Fault system to the west. The off-shore San Gregorio Fault Zone lies a few miles further west. At the western edge of the Diablo Mountain Range lies a segment of the Silver Creek Fault, three (3) Coyote Creek Thrust faults, a small horseshoe shaped, unnamed fault, and the Range Front Thrust Fault.

10.2 GEOLOGICAL HAZARDS

Landslides are a geological hazard in the foothills and low mountains of the City and adjacent area. Occurrences can range from rapid rock falls to slow soil and bedrock creep. Natural contributing causes include weak soil and rock over hillsides made steeper by rapid stream erosion, adverse geological structure, ground water levels, and high rainfall rates. Man-made causes include improper grading altering surface and sub-surface drainage, excessive irrigation, and removal of natural vegetation.

10.3 WILDFIRE HAZARDS

Wildfires can occur in Morgan Hill. Narrow ingress/egress routes can impede residents' escape. The access of first responders to favorable tactical positions to combat the fire's leading edges may also be limited. Failure of homeowners and tenants to trim back flammable decorative landscaping and failure to replace wood shake or shingle roofs with non-flammable roofs compound the dangers to property and lives of both residents and firefighters.

10.4 FLOODING

Watersheds in mountain ranges produce creeks, streams and rivulets in the City with continual flooding potential. Hillside soil composition contributes to saturation during the winter rainy season, particularly during the meteorological phenomenon known as El Nino. Elevated flows, higher stream velocity, and debris accumulation may occur in watercourses. Coyote Creek, located on the east side of the City, can threaten the developments west of Malaguerra Avenue-Cochrane Road. West Little Llagas Creek can inundate portions of the downtown business district as well as areas along Monterey Road between Cochrane Road and Watsonville Road.

Several dams in the area represent a threat to safety of people and property. The primary issues are covered in the Flood Emergency Guideline, the Evacuation Routes Appendix to the Emergency Guidelines.

SECTION 11: HAZARD MITIGATION

11.1 THE CASE FOR HAZARD MITIGATION

Every disaster can teach us valuable lessons about building construction, land use, and emergency response. Unfortunately, many of these lessons are soon forgotten and there is a tendency to return to poor construction, unsafe land use, and other short-sighted practices that add to the disaster's negative impact. For this reason, the federal and state governments require safe land use and construction practices as a condition of receiving federal disaster aid. Mitigation has been shown to significantly reduce emergency costs.

11.2 HAZARD MITIGATION ACTIONS

11.2.1 Avoid the Hazard

Avoiding a hazard usually involves restricting land use near the hazard area. This can be accomplished by:

11.2.2 Zoning

Zoning is usually a function of local government, except where state or federally-owned lands are exempt from local zoning laws. Other interests may propose zoning regulations, but only local government can adopt them. By mutual agreement, state or federal restrictions may be locally adopted and enforced.

Zoning can be useful, but its powers are limited. Therefore, zoning usually reflects, rather than dictates, current land use trends. Zoning is vulnerable to political pressure. This is particularly true if an area is very attractive for development and rarely experiences major disasters.

Zoning is generally best suited to restricting the use of smaller areas (such as very steep slopes) within larger areas, as opposed to restricting large areas (such as areas of potential earthquake shaking).

11.2.3 Purchase

The most reliable way to restrict the use of land is to buy the land outright. Although this can be expensive, costs must be weighed against the repercussions of future disasters. Lands purchased for hazard mitigation can often be used for parks, agriculture, or other constructive purposes. In Santa Clara County, the Open Space District is a public agency that buys open space for, among other reasons, hazard mitigation.

11.2.4 Improve Building Standards

Buildings in hazardous areas can often be made safe. This can be as simple as the addition of a fireproof roof or as extensive as demolishing the building. Building standards can be implemented for a variety of reasons.

11.2.4.1 Local Standards

Building codes are usually a function of local government, except where state or federal buildings are exempt from local codes. Codes can be strengthened for hazardous areas. Usually stronger codes are enforced only for new construction or remodeling, but some recent laws require hazard related inspections for existing buildings that are considered at risk. Inspections will produce knowledge of liability, which will motivate the owners to improve their buildings.

11.2.4.2 State Standards

For state-owned facilities and schools which are outside the jurisdiction of local governments, construction standards are adopted and enforced by the responsible state agency(s). In some cases, these standards may serve as models for local governments.

11.2.4.3 Federal Standards

A federal agency may require local or state governments to adopt and enforce certain hazard mitigation regulations as a condition for federal assistance or participation in federally assisted programs.

The Governor's Office and FEMA may be involved in establishing construction standards for hazard mitigation projects.

Federal law authorizes, as a condition of any disaster loan or grant, the recipient shall agree that any repair or construction to be financed by the loan or grant shall be in accordance with applicable standards of safety, decency and sanitation, in conformity with applicable codes, specifications, and standards.

As a further condition of any loan or grant made, the state or local government shall agree that the natural hazards in the areas in which the proceeds of the grants or loans are to be used shall be evaluated and appropriate action shall be taken to mitigate such hazards, including safe land use and construction practices.

11.2.4.4 Reduce the Hazard

The hazard itself can be reduced. This depends on the type of hazard, for example; double containment of a storage tank will reduce the hazard from the chemical inside, but an earthquake or a storm cannot be stopped.

The City may decide to expend its funds to reduce hazards. The City maintains its Local Hazard Mitigation Plan (LHMP), identifying hazards.

The LHMP can be found by visiting the Santa Clara County's Office of Emergency Management website.

SECTION 12: AFTER THE DISASTER

The Governor, with the federal government, may execute a Federal/State Agreement, which includes hazard mitigation measures.

12.1 LOCAL

The City's Authorized Representative, the City Manager, is responsible for local performance of hazard mitigation measures under the terms of a Federal/State Agreement. The City Manager, in coordination with the Governor's Authorized Representative, shall:

- Appoint a Local Hazard Mitigation Coordinator to work with the Federal/ State Hazard Mitigation Team.
 - Submit adequate assurance that required hazard mitigation measures have been taken or will be completed for any project application.
 - Implement and enforce land use regulations and safe construction practices which are agreed upon as conditions for FEMA grants or loans, to the extent of legal authority. Cities may request state or federal advice or assistance in taking these actions.
 - Provide evidence of compliance with conditions for any approved FEMA grants or loans as required by the Governor's Authorized Representative.
- Local Hazard Mitigation Coordinator
 - Working with the Federal/State Hazard Mitigation Team, the City's Hazard Mitigation Coordinator shall assess disaster damage within the local jurisdiction.
 - Arrange for local participation in the Federal/State Hazard Mitigation Team.
 - Inform local officials and citizens about significant team activities, collect any local comments on these matters, and report them to the Hazard Mitigation Coordinator.
 - Work with the Federal/State Hazard Team to review and update existing hazard mitigation plans, or in developing new hazard mitigation plans.

SECTION 13: RECOVERY OPERATIONS

A recovery operation refers to certain measures undertaken by the City both during and following a disaster. Effective recovery consists of a complex array of interdependent and coordinated actions which may include federal and state disaster relief efforts.

A successful recovery starts at the beginning of the incident. There is no clearly defined separation between the response and recovery efforts.

Recovery operations are divided into three (3) phases.

1. Short Term Recovery (Disaster impact to two (2) months) - The focus is on debris removal, building safety inspections, coordination of shelter services to victims, information on assistance programs, and providing basic emergency services (particularly public safety).
2. Mid-Term Recovery (Two (2) months to one (1) year) - The “rehabilitation” or reconstruction period between immediate response and long-term recovery.
3. Long Term Recovery (One (1) to ten (10) years and beyond) - Actions that will return the jurisdiction’s social and economic situation back to normal pre-disaster levels of service or improved levels.

13.1 SHORT TERM OBJECTIVES

- Protection of individual well-being and private/public property
- Family reunification
- Restoration of essential public services and public safety

13.2 MID TERM OBJECTIVES

- Restoration of infrastructure/physical recovery to pre-disaster levels
- Restoration of normal government operations

13.3 LONG TERM OBJECTIVES

- Permanent restoration of private and public property
- Economic, social, and institutional stabilization
- Assess needs for, and accomplish, hazard mitigation
- Update Emergency Plans based on lessons learned

13.4 DISASTER RECOVERY ASSISTANCE CENTERS

Joint Federal, State and Local Assistance Center (LAC) may be set up in affected areas.

These centers are staffed under the one-stop shopping concept by disaster relief agencies’ specialists, local officials, and representatives from private relief organizations.

Individual citizens and organizations desiring to donate money, food, clothing, and other goods or services to disaster victims may contact these LACs. Federal relief policy calls for cash donations to be given to private non-profit organizations involved in disaster relief services such as the American Red Cross, the Salvation Army, the Goodwill, or FBOs.

Additional information about Morgan Hill’s LAC is contained in the Local Assistance Center Emergency Guideline.

13.5 RECOVERY PLANNING

As soon as the EOC is operational, recovery planning begins. The Advanced Planning Unit, under the Planning/Intelligence Section Coordinator, has primary responsibility for recovery planning. Recovery considerations will be reflected in the Incident Action Plans as the scope and approximate duration of the incident

is identified. The City Recovery Plan will provide a road map for planning actions. Availability of funding will also dictate the exact steps in the recovery process.

13.6 RECOVERY FUNDING

13.6.1 Federal

Federal disaster assistance is available to communities which are covered by Presidential Proclamations. This assistance, provided under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, is coordinated through FEMA.

13.6.2 State

California's Emergency Management Agency coordinates disaster recovery and mitigation activities within California.

SECTION 14: PUBLIC EDUCATION – DISASTER PREPAREDNESS

If the general public knows what to do before, during and after a disaster, the impact of the disaster can be greatly reduced in saved lives and preserved property. Public education is largely a local function, although the state and federal governments make a variety of educational materials available.

The Morgan Hill OES routinely conducts or sponsors public education seminars on the subject of disaster preparedness and related topics.

The OES offers the "Map Your Neighborhood" program to assist neighborhoods in preparing for emergencies. In addition, it offers CERT training and opportunities for volunteering in a number of emergency response roles.

SECTION 15: APPROVALS, AUTHORITIES, AND REFERENCES

1. Morgan Hill City Council approval of this plan
2. City of Morgan Hill Municipal Code, <https://www.morgan-hill.ca.gov/655/Municipal-Code>
3. State Laws
 - i) California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code
 - ii) California Code of Regulations (CCR) Title 19, Chapter 2, Subchapter 3, 2620 et seq.
 - iii) CCR Title 21, Division 2
 - iv) California Government Code 8607 (a)
4. Federal Laws and Mandates
 - i) Federal Disaster Relief Act of 1974 (PL 93-288)
 - ii) Federal Civil Defense Act of 1950 (PL 920)
 - iii) Public Law 84-99 (Emergency Flood Assistance),
http://www.mvp.usace.army.mil/Portals/57/docs/Operations%20Center/Emergency_Assistance_2011.pdf
 - iv) Homeland Security Presidential Directives 5,
<https://www.dhs.gov/sites/default/files/publications/Homeland%20Security%20Presidential%20Directive%205.pdf>

- v) Homeland Security Presidential Directives 8, <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>
- vi) National Incident Management System (NIMS) at the NIMS Integration Center, <https://www.fema.gov/national-incident-management-system>
- vii) Americans with Disabilities Act (ADA), 1990, <https://www.ada.gov/pubs/adastatute08.htm>

5. References

- i) National Response Framework, <https://www.fema.gov/media-library/assets/documents/32230>
- ii) NFPA 1600, <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1600>
- iii) Emergency Management Accreditation Program, <https://www.emap.org/>
- iv) US Department of Homeland Security National Preparedness Goal, <https://www.dhs.gov/national-preparedness-goal>
- v) FEMA National Exercise Plan, <https://www.fema.gov/national-exercise-program>
- vi) A Guide To the Disaster Declaration Process and Federal Disaster Assistance, https://www.fema.gov/pdf/rrr/dec_proc.pdf
- vii) California Constitution, <http://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=CONS&tocTitle=+California+Constitution+-+CONS>
- viii) California Fire Service and Rescue Emergency Mutual Aid System – Mutual Aid Plan, [http://www.oes.ca.gov/Operational/OESHome.nsf/PDF/California%20Master%20Mutual%20Aid%20Agreement/\\$file/CAMasterMutAid.pdg](http://www.oes.ca.gov/Operational/OESHome.nsf/PDF/California%20Master%20Mutual%20Aid%20Agreement/$file/CAMasterMutAid.pdg)
- ix) California Emergency Plan, <http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES%20-%20Fire%20and%20Rescue%20-%20Mutual%20Aid%20Plan%20-%2020141201.pdf>

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Gina Paolini, Principal Planner

APPROVED BY: City Manager

APPROVE GOVERNMENT CODE 65915 DENSITY BONUS CONCESSION FOR A MARKET RATE HOUSING DEVELOPMENT PROJECT (SR2021-0014/SD2021-0004/EA2021-0012 MONTEREY-KERLEY (DENOVA HOMES))

RECOMMENDATION(S)

Adopt resolution approving the request for the following density bonus concession, pursuant to Government Code: Increase in floor area ratio.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Diversity and Inclusiveness

2020-2021 Strategic Priorities

Affordable Housing and Homelessness

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Project Description

DeNova Homes Inc. has submitted Design Review and Vesting Tentative Map applications. The project is a 93-unit condominium development to be developed at 19380 Monterey Road (Family RV property).

This project is not requesting a density bonus; however, projects that include a certain level of affordable housing are entitled under Density Bonus law to receive concessions based on the number of affordable units and level of affordability provided within the project – the law does not require an actual increase in density. The project is committing to provide 15 percent of the units to be restricted for-sale to qualified buyers with moderate- and median-incomes (7 median-income and 7 moderate income). This is a for-sale condominium development.

Separate from the concession request to be considered by the City Council, the applicant has requested a waiver to the City's parking standards. Waivers are automatically allowed if they are necessary to achieve the full density allowed under State Density Bonus Law. A complete project description has been provided (Attachment 2).

Concession Request

Government Code Section 65915(d)(2)(A) requires the City to grant one incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a common interest development. Concessions are considered waivers or reductions in development standards, such as height limitation, setback requirement, a floor area ratio (FAR), on-site open space requirement or a parking ratio. This project is entitled to one concession or incentive, and has requested the following:

- a. Increase in FAR: 0.98 FAR proposed (0.50 maximum allowed).

The site plan and elevations for the project have been provided to demonstrate how the project has been designed with the requested concession (Attachment 3). Additional details have been provided by the applicant showing how the project design would provide an actual cost reduction to provide for the affordable housing and if required to build in accordance with City requirements, it would physically preclude building the project at the desired density (Attachment 4).

Pursuant to Government Code 65915 (d)(1) the City must grant the concessions or incentives unless the City makes written findings, based upon substantial evidence, of any of the following:

- a. The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents of the targeted units to be set as specified in subdivision (c).
- b. The concession or incentive would have a specific, adverse impact, as defined in paragraph 2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households.
- c. The concession or incentive would be contrary to state or federal law.

These findings cannot be made for the project; therefore, the concession request should be granted by the City Council.

COMMUNITY ENGAGEMENT:

Inform

A project development web page has been created on the City website to inform the public of the project application. A site plan and project elevations have been provided for public review. The City will continue to inform the public through the public engagement process as the Design Review permit is processed.

ALTERNATIVE ACTIONS:

None. Government Code Section 65915(d)(2)(A) requires the City to grant one incentive or concession for projects that include at least 10 percent of the total units for lower income households, at least 5 percent for very low income households, or at least 10 percent for persons and families of moderate income in a common interest development unless findings for denial can be made. For this project, findings for denial cannot be made; therefore, there is no alternative action.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

The City development review functions are cost-recovery, with the fees collected from applicants to cover cost of services. These fees have been collected.

CEQA (California Environmental Quality Act):

A project level environmental assessment will be prepared for the project in conformance with the California Environmental Quality Act. The environmental analysis will be considered during the Design Review permit phase of the project.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL GRANTING ONE CONCESSION FOR THE MONTEREY-KERLEY PROJECT (DENOVA HOMES), A 93-UNIT MARKET RATE CONDOMINIUM DEVELOPMENT TO BE LOCATED AT 19380 MONTEREY ROAD (APN'S: 726-42-001 AND -002).

WHEREAS, DeNova Homes Inc. submitted an application for the Monterey-Kerley Project (Project) a 93-unit residential development project consisting of attached townhome-style condominiums.

WHEREAS, DeNova Homes Inc. has requested one concession for the housing development which includes an increase in the floor area ratio.

WHEREAS, the Project is a market rate housing development that includes 15 percent of the units to be restricted for-sale to qualified buyers with moderate- and median-incomes (7 median-income and 7 moderate income).

WHEREAS, pursuant to Government Code Section 65915(d)(2)(A), at least 10 percent of the total units will be available to persons and families of moderate income in a common interest development and therefore, is allowed one concession.

WHEREAS, the Monterey-Kerley housing development project to be located at 19380 Monterey Road and identified by Assessor Parcel Number's 726-42-001 and 726-42-002 will provide a public benefit of 15 percent of the units deed restricted to moderate- and median-income qualified buyers, or the concession to increase the floor area ratio will become null and void.

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

Section 1. The City Council does hereby find that the foregoing recitals are true and correct.

Section 2. The Project is consistent with the Zoning Ordinance and General Plan.

Section 3. The City Council of the City of Morgan Hill hereby grants one concession for the Monterey-Kerley housing development project.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 16th day of February 2022 by the following vote:

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

ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-0xx, adopted by the City Council at a regular meeting held on February 16, 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

**Project Description for
19380 Monterey Road Condominiums
APNs 726-42-001 and -002**

The tendered applications consist of a Residential SB330 Preliminary Application, a Design Review Permit (16+ units), Conditional Use Permit and Vesting Tentative Map for Condominium Purposes. The proposed project consists of a multi-family attached residential community consisting of 93 townhome-style condominium units located in 20 three-story (maximum 40.25 feet) buildings. DeNova Homes, Inc. (DHI) is submitting a General Planning Application form, the SB330 Checklist Form, and attendant materials in accordance with the City's application submittal requirements.

This 4.6-acre site is located on the east side of Monterey Road between Peebles Avenue and Burnett Avenue. The site is used as a recreational vehicle sales, rental, service and parts business. The site is zoned as Mixed-Use Flex, which allows multi-family residential development (7 – 24 du /acre) with approval of a conditional use permit. The frontage of the property is roughly improved and has some scattered trees in the landscape area between Monterey Road and the current security fencing. Adjacent to the north and south are commercial properties, to the east along the rear property line a mobile home park, and several single family homes along Angelica Way about a portion of the southern property line.

Primary access to the new community will be provided from Monterey Road essentially at the current entry to Family RV. Because the site is bounded by other developed properties, there is no secondary public street access. AN EVA is proposed from Monterey Road near the southern property line. The Monterey Road frontage is proposed to be improved with a separated sidewalk, landscape parkway strip and a Class II bicycle lane (existing, but restriped).

Three buildings face Monterey Road so that front doors to units in these buildings face Monterey Road. A private sidewalk provides access to these front doors, and that private walkway connects to the public sidewalk. Buildings are designed with alley-loaded garages. This allows the majority of the buildings to be grouped around and facing paseos. The majority of the buildings house 4 or 5 townhome-style units with attached garages, while 2 buildings, aligned on the southern property line, house 7 units.

The site design is mindful of the residential units to the east. Buildings are situated well away from the eastern property line. Landscaping and parking are located along the majority of this property line to ensure maximum privacy. A dog park (common open space area) has been placed along this property line where a small common area is adjacent in the mobile home park.

A common open space area is located at the center of the site, with four buildings arranged to face the open space with front doors and walkways. This common area includes picnic tables, park benches, a shade structure and an exercise structure. Turf areas also are available for free play. The common open space area constitutes 22% of the total site area. Walkways lead from parking areas to residence front doors, to common areas and to the public sidewalk along Monterey Road, creating a safe and pedestrian-oriented community. Decorative paving highlights pedestrian crosswalks and pedestrian "nodes". Bike racks for "short-term" bike parking are scattered throughout the site, including at the cluster mailbox location at the southern end of building 18.

Three unit types are proposed. All units will have an attached 2-car garage, with primary living space on the second and third levels. Two of the three plans provide a dedicated “work from home” space on the ground level, reflective of the current – and perhaps future – opportunities for flexible working arrangements. Two of the plans are three-bedroom, to accommodate families, while the 2-bedroom Plan 1 is designed with two en-suite bedrooms for more flexible living arrangements. All units have both a ground-level porch and a second-level deck to ensure that each unit has more than the minimum 48 square feet of private open space. The Plan 2 also includes a dedicated bike parking space in the garage.

The architecture is designed to be a contemporary interpretation of a farmhouse or bungalow style. Stucco, horizontal siding and vertical board and batten siding is accentuated with cantilevered second levels, awnings over windows and metal railings on balconies. Porches and balcony elements are designed as the forward-most planes on the front elevations.

In accordance with the City’s Inclusionary Housing Ordinance, DHI is proposing that 15% of the 93 units - 14 homes – will be reserved for-sale to moderate-income households. These units are dispersed through the buildings (please refer to site plan). These units will be deed-restricted for the required 45 years.

A homeowners’ association will be formed for the maintenance of the exteriors of all buildings, the private on-site streets, landscaping, common open space areas, the function and aesthetics of the bio-retention areas, and the on-site private utilities.

DHI is requesting two waivers of the MU-Flex development standards for floor area ratio and the parking ratio. In order to develop the property with enough units to allow for the 15% moderate income units, and meet many of the City’s other development standards for common area open space, the units needed to be three-stories in height. This increases the floor area ratio to 0.98, exceeding the 0.5 maximum allowed. To maximize the efficiency of the site and achieve the 93 units with 115% affordable, the units are designed with attached two-car garages, rather than one-car garages and a significant number (128) of surface (uncovered) parking spaces. Therefore the project does not meet the required number of uncovered parking spaces. Adding additional uncovered spaces would require a significant reduction in the number of units.

CONTACT INFORMATION

BURNETT AVENUE

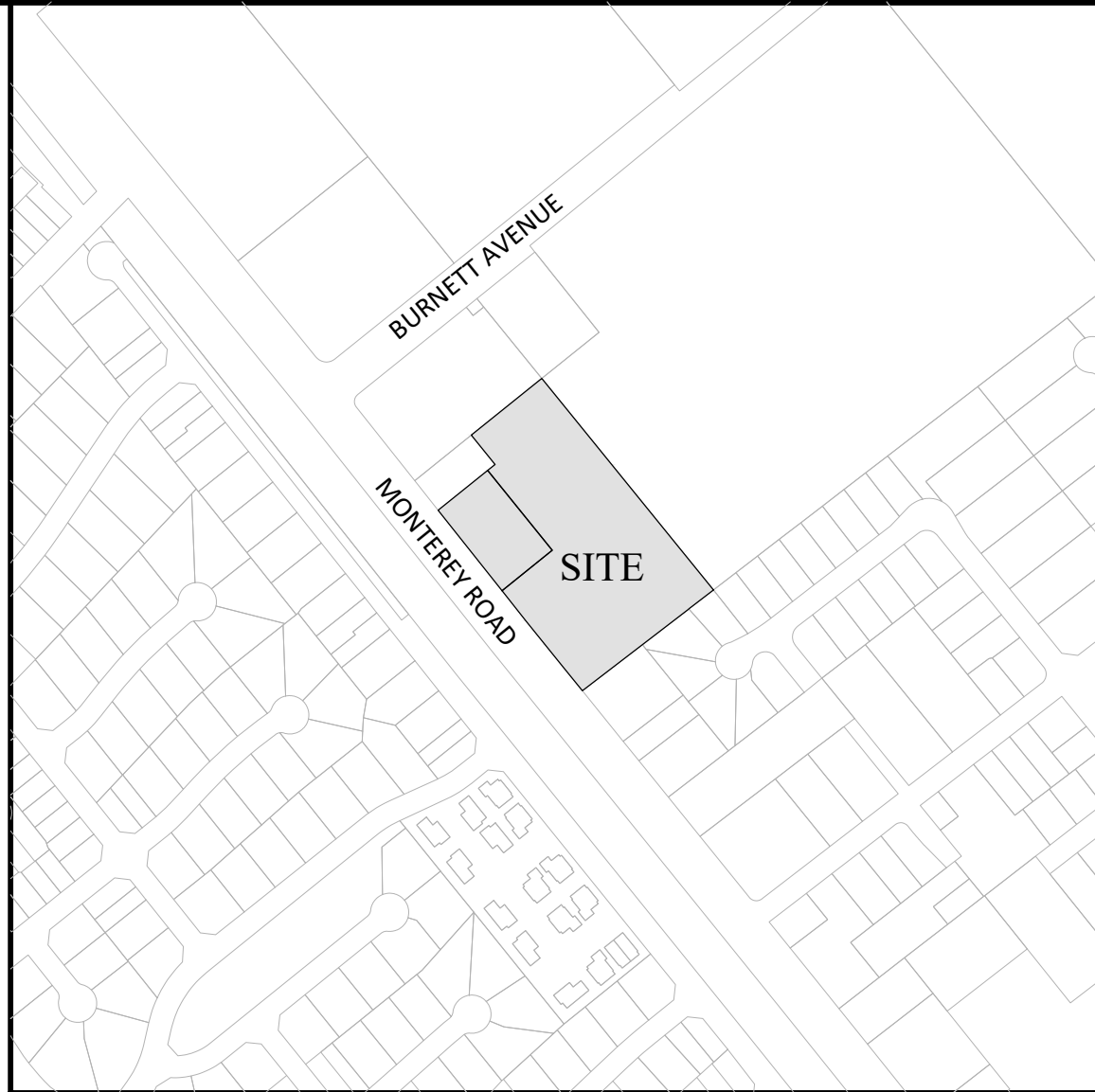
MONTEREY HIGHWAY

ANGELICA WAY

ROSE AVE.

0 60 120 180

SCALE IN FEET: 1" = 60'



VICINITY MAP

SHEET INDEX	
SHEET NO.	SHEET TITLE
C-01	TITLE SHEET
C-02	EXISTING CONDITIONS AND DEMOLITION PLAN
C-03	SITE PLAN
C-04	ZONING COMPLIANCE EXHIBIT
C-05	PARKING COMPLIANCE EXHIBIT
C-06	STANDARDS COMPLIANCE EXHIBIT
C-07	PRELIMINARY GRADING PLAN
C-08	PRELIMINARY UTILITY PLAN
C-09	PRELIMINARY STORMWATER MANAGEMENT PLAN
C-10	PRELIMINARY TENTATIVE MAP

GENERAL INFORMATION

1. PROPOSED CONTOURS AND GRADES IN THIS PLAN SET ARE PRELIMINARY. FINISH GRADING IS SUBJECT TO FINAL DESIGN.
2. LOT NUMBERS ARE FOR IDENTIFICATION PURPOSES ONLY AND ARE NOT INTENDED AS FINAL.
3. ALL GRADING WILL BE DONE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER, THE CITY OF MORGAN HILL STANDARDS AND SPECIFICATIONS, AND APPLICABLE REPORTS REGARDING THIS PROJECT.
4. PROJECT LIES WITHIN FLOOD ZONE X: AREAS OF 0.2% ANNUAL CHANCE OF FLOOD, AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE. (FIRM MAP NUMBER 06085C0443H, EFFECTIVE DATE MAY 18, 2009).
5. FINISHED FLOOR ELEVATIONS SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN, AS STRUCTURAL SECTIONS OF FOUNDATIONS ARE NOT AVAILABLE AT THIS TIME.
6. THE UTILITY PIPE SIZES AND CONNECTIONS SHOWN ON THIS MAP ARE PRELIMINARY AND ARE SUBJECT TO CHANGE.
7. PROPOSED STORM DRAIN AND RETENTION SYSTEM IS PRELIMINARILY DESIGNED TO ACCOMMODATE STORAGE FOR RUNOFF RETENTION AS REQUIRED BY THE CENTRAL COAST RWQCB. IN ADDITION, THE RETENTION SYSTEM IS DESIGNED TO RETAIN THE 100-YEAR FLOOD DUE TO FLOODING OF THE EXISTING DOWNSTREAM STORM SYSTEM.
8. EXISTING TOPOGRAPHY IS BASED ON INFORMATION PROVIDED BY OTHERS AND SUPPLEMENTAL FIELD SURVEY PERFORMED BY RJA, DATED JULY 6, 2021.
9. ALL EXISTING WELLS ON-SITE TO BE REMOVED.
10. TOWN HOME STYLE CONDOMINIUM LOTTING SCHEME SHOWN IS PRELIMINARY AND WILL BE REFINED IN THE FUTURE.
11. ALL UTILITIES SHALL BE PLACED UNDERGROUND AND LOCATED WITHIN PUBLIC RIGHTS-OF-WAY OR A PSE. TRANSFORMERS SHALL BE UNDERGROUND UNLESS PRECLUDED BY PHYSICAL LIMITATIONS OR AS OTHERWISE REQUIRED BY PG&E.
12. ALL EXISTING BUILDINGS ON SITE TO BE REMOVED.
13. BOUNDARY IS RESOLVED PER FIELD SURVEY DATED JULY 6, 2021.

PROJECT DATA

THIS IS A RESIDENTIAL PROJECT CONSISTING OF 93 NEW HOMES:

- 93 TOWNHOME-STYLE CONDOMINIUMS

- 93 TOWNHOME-STYLE CONDOMINIUMS

IN-TRACT IMPROVEMENTS CONSIST OF THE FOLLOWING ELEMENTS:

- PRIVATE CIRCULATION NETWORK INCLUDING STREETS, COURTS AND ALLEYS
- ACTIVE AND PASSIVE OPEN SPACE AND AMENITIES, FEATURING A DOG PARK, EXERCISE STRUCTURE, TURF AREA, PICNIC TABLES, ETC.
- BAY SHARED PARKING (UNCOVERED)

OFF-SITE IMPROVEMENTS CONSIST OF THE FOLLOWING:

- FRONTAGE IMPROVEMENTS TO MONTEREY ROAD INCLUDING CURB, GUTTER, SIDEWALK, LANDSCAPE, AND CLASS II BIKE LANE STRIPING

ABREVIATIONS

BN	BOUNDARY	PVT	PRIVATE
CL	CENTER LINE	R/W	RIGHT-OF-WAY
DU	DWELLING UNIT	SD	STORM DRAIN
DWV	DRIVEWAY	SDFI	STORM DRAIN FILL INLET
EVAF	EMERGENCY VEHICLE ACCESS	SDMH	STORM DRAIN MANHOLE
		SE	SQUARE EASEMENT
EX	EXISTING	SS	SANITARY SEWER
FF	FINISH FLOOR ELEVATION	SSMH	SANITARY SEWER MANHOLE
GB	GRADE BREAK	SWK	SIDEWALK
HP	HIGH POINT	TC	TOP OF CURB
INV	INVERT	TDSC	TOP OF DEPRESSION SPILL CURB
LP	LOW POINT		
LSE	LANDSCAPE EASEMENT	TMC	TOP OF MODIFIED CURB
PRAE	PRIVATE ACCESS EASEMENT	W	WATER
PSE	PUBLIC SERVICE EASEMENT	WM	WATER METER
PUB	PUBLIC	WS	WATER SERVICE

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ■ PLANNERS ■ SURVEYORS
8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

DeNova Homes, Inc.
1500 Willow Pass Court
Concord, CA 94520

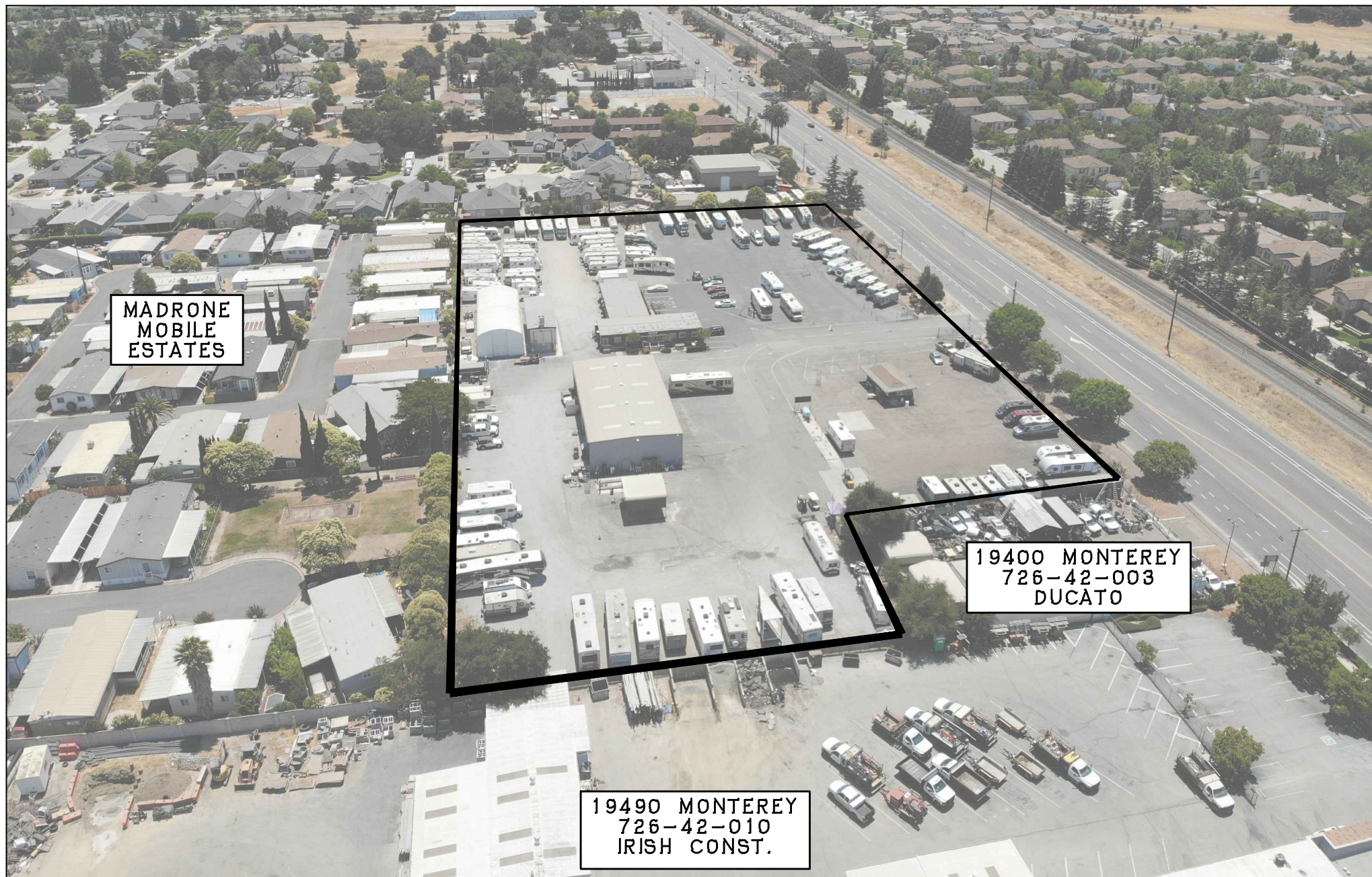
SB330 DESIGN REVIEW & VESTING TENTATIVE MAP APPLICATION

TITLE SHEET

19380 MONTEREY ROAD

MORGAN HILL, CALIFORNIA

JOB NO.	SHEET		BY / CK		SCALE
	C-01		DATE	MK	AS SHOWN
OF 10 SHEETS		2ND SUBMITTAL			
212008-001		DECEMBER 2021			



Site Information

Address 19380 Monterey Road, Morgan Hill
APN 726-42-001, 002

General Plan Mixed-Use Flex
Zoning Mixed-Use Flex
Gross Area ±4.6 ac

LEGEND

- BOUNDARY
- CENTER LINE
- CURB
- SANITARY SEWER
- OVERHEAD LINE
- EXISTING CONTOUR
- EXISTING TREE TO BE REMOVED
- EXISTING PAVEMENT TO BE REMOVED

DEMOLITION NOTES

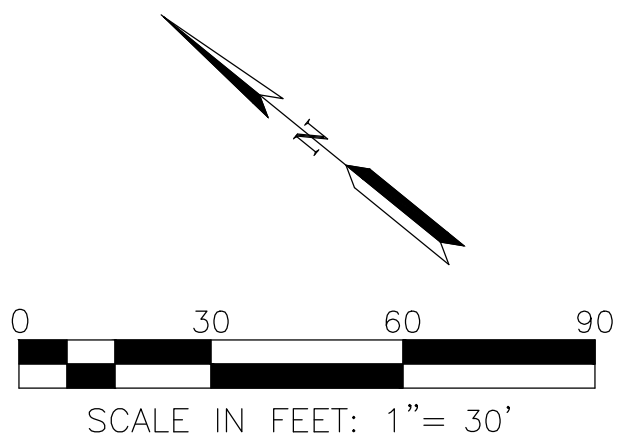
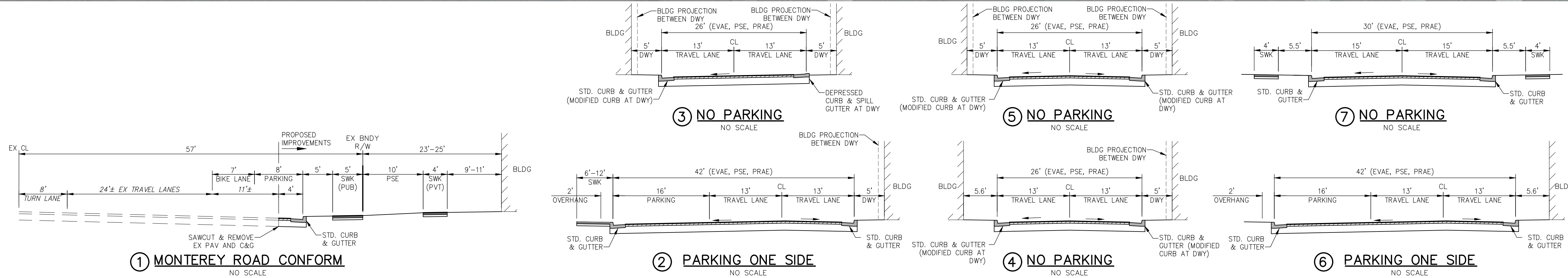
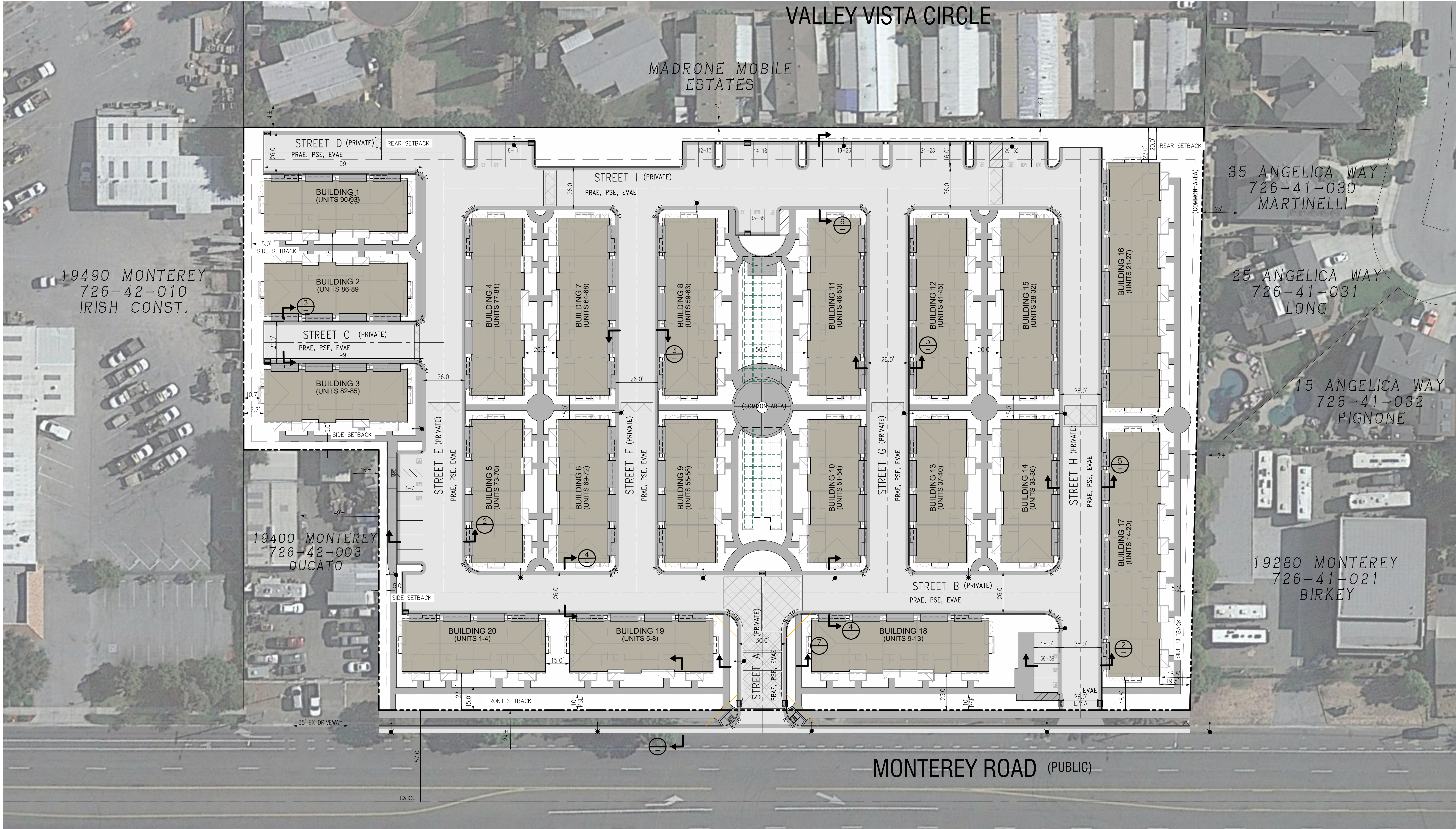
- 1 CURB & GUTTER TO BE REMOVED
- 2 SANITARY SEWER TO BE REMOVED
- 3 EX PAVEMENT TO BE REMOVED
- 4 EX OVERHEAD LINES TO BE PLACED UNDERGROUND
- 5 EX FIRE HYDRANT TO BE RELOCATED
- 6 EX DRAIN INLET TO BE REMOVED
- 7 EX BLDG TO BE REMOVED
- 8 EX W TO BE REMOVED
- 9 EX BACKFLOW PREVENTER TO BE REMOVED
- 10 EX SIGN TO BE REMOVED
- 11 EX TRANSFORMER TO BE REMOVED
- 12 APPROXIMATE LOCATION OF EX WATER TO BE RELOCATED

NOTES

- ALL ONSITE PAVEMENT, STRUCTURES, AND UTILITIES ARE TO BE REMOVED.
- ALL UNUSED EXISTING SANITARY SEWER LATERALS STUBBED TO THE PROPERTY SHALL BE ABANDONED AT THE SEWER MAIN PER CITY STANDARDS.
- NO STORM DRAIN INFRASTRUCTURE EXISTS ALONG THE MONTEREY FRONTAGE OF THE PROJECT SITE.
- THE LOCATIONS OF ANY EXISTING UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN HEREON ARE BASED ON OBSERVABLE EVIDENCE ONLY.
- SEE JOINT TRENCH INTENT PLANS FOR FURTHER INFORMATION ON THE UNDERGROUNDING OF OVERHEAD UTILITY LINES.

PRESERVATION NOTES

- A EX SANITARY SEWER TO REMAIN
- B EX FIRE HYDRANT TO REMAIN





RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

DeNova Homes, Inc.
1500 Willow Pass Court
Concord, CA 94520

SB330 DESIGN REVIEW & VESTING TENTATIVE MAP APPLICATION

SITE PLAN

19380 MONTEREY ROAD
MORGAN HILL, CALIFORNIA

DATE	BY / CK	SCALE	SHEET REVISIONS	DATE
DECEMBER 2021		AS SHOWN		2021

2ND SUBMITTAL

DECEMBER 2021

SHEET

C-03

OF 10 SHEETS

JOB NO. 212008-001



8. On-Site Recreational Amenities: The project has provided on-site recreational amenities to serve residents based on the following table:
(GP Policy CNF-11.10)

NUMBER OF AMENITIES REQUIRED FROM EACH TIER BASED ON PROJECT SIZE			
Project Size	Tier 1	Tier 2	Tier 3
16 to 50 units	2	2	
51-100 units	2	2	1
101-150 units	2	2	2
151+ units	2	3	3
201+ units	2	3	3

- Tier 1 amenities:
- Shuffleboard
 - Horseshoes
 - Bowling green w/artificial turf
 - Picnic/barbeque area
 - Park benches
 - Passive water features (e.g. fountain)
 - Passive recreation area and/or gardens
 - Tot Lot (small playground, typically designed for toddlers 2 and under)

- Tier 2 amenities:
- Cabana or shade trellis area
 - Two picnic/barbeque areas
 - Clubhouse
 - Volleyball court and/or Bocce ball court
 - Outdoor racquetball/handball tilt-up wall
 - Dog Park
 - Sauna and/or Jacuzzi
 - Community garden plots (minimum one forty-eight-square-foot plot per each ten dwelling units) with water service located in an area that will get a minimum of six hours of direct sun when trees mature
 - 1/2 court basketball (one hoop)
 - Bridge paths
 - Bocce ball
 - Artificial turf putting green
 - Exercise structure or complex (age appropriate play equipment/minimum three activities; can be integrated in structure)

- Tier 3 amenities:
- Softball field
 - Sports court and/or 2 1/2-court basketball courts (two hoops)
 - Restroom area
 - 1/2 scale soccer field
 - Exercise structure or complex (age appropriate play equipment/minimum five activities; can be integrated in structure)
 - Jacuzzi and separate child wading pool
 - Tennis court
 - Recreation hall with exercise equipment and/or game equipment
 - Exercise room
 - Clubhouse w/ kitchen
 - Swimming pool
- (GP Policy- Housing element HE-4)

B. ENGINEERING - LAND DEVELOPMENT REQUIREMENTS

SITE PLANNING

B43	PROJECTS ADJACENT TO ARTERIAL STREETS DO NOT INCLUDE WALLS OR FENCES UNLESS REQUIRED BY ACOUSTICAL ANALYSIS + MEDIAN LANDSCAPING
B44	PUBLIC AND PRIVATE STREETS ARE CONSISTENT WITH GP TRANSPORTATION ELEMENT AND STANDARD DETAILS
B45	UTILITY TRANSFORMERS ARE INSTALLED UNDERGROUND UNLESS PRECLUDED BY PHYSICAL LIMITATIONS + P.S.E.'S ARE PROVIDED
B46	UTILITY DISTRIBUTION AND SERVICE CONNECTIONS ARE PLACED UNDERGROUND
B47	WATER METERS ARE LOCATED IN A PUBLIC RIGHT OF WAY OR P.S.E.
B48	UTILITY FOR STREETS ARE INCLUDED IN THE PROJECT
B49	A 5' PLANTING STRIP (WITH IRRIGATION) IS PROVIDED BETWEEN CURB AND SIDEWALK

PEDESTRIAN, BICYCLE AND TRANSIT IMPROVEMENTS

B50	NEW STREET ALIGNS AND CONNECTS TO EXISTING STREETS INTERSECTING WITH PROJECT BOUNDARY
B51	NEW STREETS EXTEND TO ADJOINING UNDEVELOPED LAND + PUBLIC ACCESS EASEMENTS ARE PROVIDED
B52	PROJECT PROVIDES OFF-STREET BICYCLE AND PEDESTRIAN CONNECTIONS IN ACCORDANCE WITH THE BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN.
B53	STREETS INCLUDE DESIGN ELEMENTS FROM THREE DIFFERENT CATEGORIES OF "COMPLETE STREET DESIGN ELEMENTS"
B54	MULTI-FAMILY: PROJECT INCLUDES AT LEAST TWO ENHANCED BICYCLE AND PEDESTRIAN IMPROVEMENTS CONSISTENT WITH OBJECTIVE CRITERIA CHECKLIST
B55	INTERNAL PEDESTRIAN CONNECTIONS ARE PROVIDED
B56	CONTINUOUS SIDEWALKS ARE PROVIDED ON BOTH SIDES OF STREETS

MUNICIPAL INFRASTRUCTURE

SEE SHEET PA-07

DEVELOPMENT STANDARDS IN MIXED USE FLEX DISTRICT

SITE REQUIREMENTS	REQUIRED	PROVIDED
MINIMUM LOT AREA	6,000 SF	201,300 SF
MINIMUM LOT WIDTH	60 FT	504 FT
MINIMUM LOT DEPTH	100 FT	362 FT
MAXIMUM FLOOR AREA RATIO	0.5	0.98
DENSITY RANGE	7-24 DU/AC	20 DU/AC
MAXIMUM BUILDING COVERAGE	50%	31.7%

SETBACK STANDARDS IN MIXED USE FLEX DISTRICT

SETBACK	MINIMUM REQUIRED (FT)	MINIMUM PROVIDED (FT)
FRONT	15	23
REAR	20	20
INTERIOR SIDE	5	10.7
STREET SIDE	10	N/A

*REFER TO TABLE 18.22-3 IN CITY OF MORGAN HILL MUNICIPAL CODE

A ACCESSIBLE UNIT (14)

A. DEVELOPMENT SERVICES REQUIREMENTS

AFFORDABLE HOUSING AND ACCESSORY DWELLING UNITS

A1	COMPLIANCE WITH INCLUSIONARY HOUSING ORDINANCE
A2	ACCESSORY DWELLING UNITS COMPLY WITH MHMC CHAPTER 18.04

SITE PLANNING

A3	COMPLIES WITH APPLICABLE ZONING
A4	ORIENTATION TO AN EXISTING STREET (COLLECTOR OR ARTERIAL)
A5	INTERSECTION SIGHT DISTANCE/CLEAR VISION TRIANGLE
A6	FOUNDATION INCORPORATED INTO PROJECT DESIGN PER ACOUSTICAL REPORT
A7	PROJECT COMPLIES WITH AGRICULTURAL BUFFER CRITERIA
A8	ON-SITE RECREATIONAL AMENITIES ARE PROVIDED PER SIZE/TIER TABLE
A9	LANDSCAPING AND IRRIGATION PLANS COMPLY WITH MHMC CHAPTER 18.148
A10	LANDSCAPING PLAN COMPLIES WITH MHMC SECTION 18.64.040
A11	COMPLIANCE WITH WILDLAND-URBAN INTERFACE FIRE AREA GUIDELINES
A12	TREES TO BE REMOVED (MHMC CHAPTER 12.32) ARE IDENTIFIED FOR MITIGATION + APPLICATION IS MADE FOR TREE REMOVAL PERMIT
A13	USEABLE PRIVATE AND COMMON OPEN SPACE MEET BY-UNIT TYPE MINIMUM AREA

PARKING IMPROVEMENTS

A14	ON-SITE PARKING PROVIDED PER MHMC 18.72.030
A15	PARKING DESIGN/STANDARDS COMPLY WITH MHMC 18.72.060
A16	MULTI-FAMILY PARKING DISPERSED THROUGHOUT PROJECT AND SCREENED FROM STREETS
A17	MULTI-FAMILY PROJECTS (5+ UNITS) PROVIDE BICYCLE PARKING PER MHMC 18.72.080
A18	PROJECTS WITH 6+ SPACES, LIGHTING INFORMATION IS PROVIDED PER MHMC 18.72.060.G
A19	PROJECTS WITH 6+ SPACES DEMONSTRATE PARKING LOT SCREENING AND LANDSCAPING PER MHMC SECTIONS 18.72.060.I AND 18.72.070
A20	PARKING LOTS WITH 30+ SPACES INCLUDE A PEDESTRIAN WALKWAY PER MHMC 18.72.060.H
A21	PARKING LOTS WITH 25+ SPACES INCLUDE EV SPACES PER MHMC SECTION 18.72.040.C

A. DEVELOPMENT SERVICES REQUIREMENTS (CONT.)

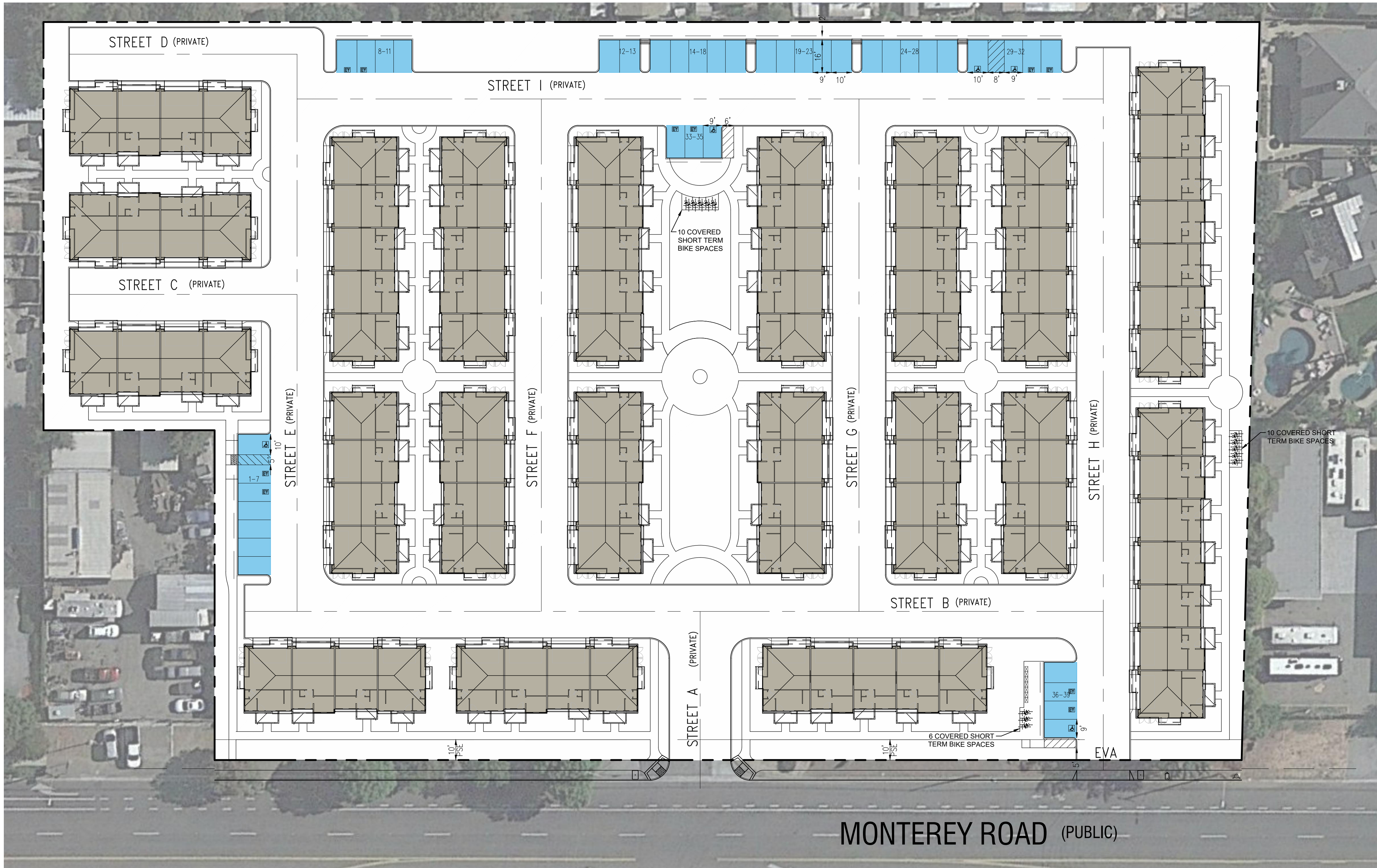
ARCHITECTURAL DESIGN FEATURES

A22	50% OF HOMES FACING A STREET OR COMMON INTERIOR COURTYARD INCLUDE A FRONT PORCH (5'X6' MIN)
A23	25% OF HOMES FACING A STREET, ALLEY OR COMMON INTERIOR COURTYARD INCLUDE A BALCONY (4'X6' MIN)
A24	ALL FENCES AND WALLS DESIGNED FOR SCREENING PURPOSES SHALL BE OF SOLID MATERIAL
A25	360° ARCHITECTURE: PROJECT INCLUDES AT LEAST TWO DETAILS IDENTIFIED IN OBJECTIVE CRITERIA CHECKLIST
A26	EXTERIOR TREATMENTS AND MATERIALS: PROJECT INCLUDES AT LEAST TWO MATERIALS ON ANY BUILDING FACADE PER OBJECTIVE CRITERIA CHECKLIST
A27	ROOF LINES INCLUDE TWO VARYING ROOF HEIGHTS AND TYPES

A. DEVELOPMENT SERVICES REQUIREMENTS (CONT.)

ARCHITECTURAL DESIGN FEATURES

A28	BUILDING BULK IS MINIMIZED BY IMPLEMENTING AT LEAST TWO DESIGN MEASURES PER OBJECTIVE CRITERIA CHECKLIST
A29	MAXIMUM NUMBER OF UNITS: 7 PER SINGLE FAMILY ATTACHED
A30	SAMPLE COLOR PALETTE COMPLIES WITH OBJECTIVE CRITERIA CHECKLIST
A31	WINDOW DESIGN COMPLIES WITH OBJECTIVE CRITERIA CHECKLIST
A32	MIRRORED GLAZING NOT INCLUDED IN PROJECT
A33	PHOTOMETRIC PLAN COMPLIES WITH EXTERIOR LIGHTING AND ILLUMINATION STANDARDS
A34	EXTERIOR MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE SCREENED OR INCORPORATED INTO SITE/BUILDING DESIGN
A35	PARKING GARAGES PROMINENCE MITIGATED BE AT LEAST ONE MITIGATION PER OBJECTIVE CRITERIA CHECKLIST
A36	GARAGE DOORS INCLUDE ARCHITECTURAL ELEMENTS THAT COMPLIMENT THE MAIN BUILDING
A37	DETACHED SINGLE FAMILY PROJECTS PAVED/IMPERVIOUS SURFACES DO NOT EXCEED 50% OF THE FRONT AND STREET SIDE AREAS
A38	DECORATIVE PAVEMENT DESIGN TOTALS AT LEAST 10% OF THE PAVED AND/OR LANDSCAPED AREA
A39	ROOF ELEMENTS OF A MULTI-FAMILY PROJECT IS DESIGNED SUCH THAT NO MORE THAN TWO SIDE-BY-SIDE UNITS ARE COVERED BY ONE UNARTICULATED ROOF.
A40	BUILDINGS 3+ STORIES SHALL INCLUDE MASSING BREAKS PER THE OBJECTIVE STANDARDS CRITERIA
A41	BUILDINGS 3+ STORIES TO PROVIDE GROUND-FLOOR ELEVATIONS DISTINCTIVE FROM OTHER STORIES PER OBJECTIVE STANDARDS CRITERIA
A42	DETAILED TRASH ENCLOSURE PLANS PROVIDED FOR MULTI-FAMILY PROJECTS THAT COMPLY WITH OBJECTIVE STANDARDS CRITERIA



BICYCLE PARKING SUMMARY

REQUIRED PARKING (TABLE 18.72-7)

SHORT TERM SPACES	10% OF REQUIRED AUTOMOBILE SPACES
LONG TERM SPACES	1 PER 5 UNITS

TOTAL REQUIRED PARKING

SHORT TERM SPACES	25
LONG TERM SPACES	19
TOTAL REQUIRED SPACES	44

PROVIDED PARKING

SHORT TERM SPACES	26
LONG TERM SPACES	93 (SPACE PROVIDED IN GARAGE)
119 TOTAL SPACES	

PARKING SUMMARY

REQUIRED PARKING - OCCUPANT (TABLE 18.72-2 & -3)

STUDIO OR ONE-BEDROOM	1 COVERED + 0.5 UNCOVERED PER UNIT
TWO BEDROOM	1 COVERED + 1 UNCOVERED PER UNIT
THREE BEDROOM	1 COVERED + 1.5 UNCOVERED PER UNIT

PROJECT UNIT COUNT

TWO BEDROOM UNIT	22
THREE BEDROOM UNIT	71

REQUIRED PARKING - GUEST

ONE SPACE PER EVERY THREE UNITS

TOTAL REQUIRED PARKING

COVERED SPACES	93
UNCOVERED SPACES	129
GUEST SPACES	31
TOTAL REQUIRED SPACES	253

PROVIDED PARKING

2 GARAGE SPACES/UNIT	186
BAY/HEAD-IN	24
BAY/HEAD-IN ADA	5
BAY/HEAD-IN EV	10
BAY/HEAD-IN EV/ADA	0

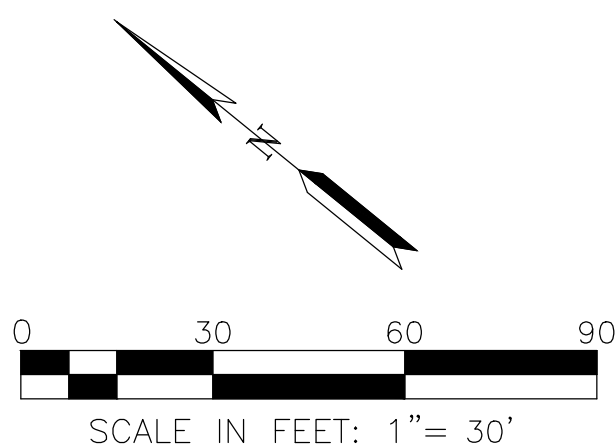
225 TOTAL SPACES

LEGEND AND NOTES



ADA PARKING SPACE

- SEE SECTION 2 ON SHEET PA-03 FOR PARKING STALL DEPTH
- PARKING DIMENSIONS SHOWN ARE TYPICAL. ALL UNCOVERED SPACES ARE 16' IN LENGTH WITH A 2' OVERHANG. ALL UNCOVERED SPACES ARE 9' WIDE, UNLESS THEY BORDER A LANDSCAPE AREA, WHERE THEY ARE 10' WIDE.



7/24/2020 Morgan Hill, CA Code of Ordinances

18.72.050 - Parking design and development standards.

- A. Conformance with City Standards. All parking spaces, lots, driveways and other improvements intended and used for vehicle parking and circulation shall comply with the design standards and standard details for construction as maintained by the city of Morgan Hill engineering division. **PROJECT IS COMPLIANT**
- B. Parking Space and Lot Dimensions. **NO PARKING LOTS OR STRUCTURES**
- General. The dimensions of parking spaces, maneuvering aisles, and access ways within a parking lot shall conform to the city's official parking space standard specifications maintained by the engineering division and as shown in Figure 18.72-1. All required parking spaces shall be full size parking spaces. Alternatively, with the issuance of a design permit, up to thirty percent of the required parking spaces may be compact spaces.
 - Garage Spaces. All parking spaces within a structure shall be a minimum of ten feet in width and twenty feet in length.
 - Access to Spaces. All access to spaces in a parking lot shall be from the lot.
 - Driveway Width. The minimum required driveway width at the street entrance shall be as shown in Table 18.72-4.

Figure 18.72-1: Parking Lot Dimensions

Size	Length	Width	Notes
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"

Size	Length	Width	Notes
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"

Size	Length	Width	Notes
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"

Size	Length	Width	Notes
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"
ST	18' 0"	10' 0"	10' 0"
LT	24' 0"	10' 0"	10' 0"

Notes:

[1] Minimum ten-foot width for spaces with one or two sides adjacent to a landscaped area.

Table 18.72-4: Minimum Driveway Widths

Land Use Served by Driveway	Minimum Width at Street Entrance
Commercial Uses	

10

7/24/2020 Morgan Hill, CA Code of Ordinances

One-Way Driveway	25 ft.
Two-Way Driveway	35 ft.
Residential Uses	
One-way Driveways	12 ft. at street entrance
Two-way Driveways	18 ft. at street entrance

5. ~~Crosswalk Drive Aisle Width. Main circulation drive aisles within a shopping center or other commercial development shall be a minimum of 20 feet in width.~~

6. ~~Parking Area. All parking lots shall provide a minimum forty-foot setback from the right-of-way of the adjoining street.~~

C. Surfacing. PROJECT IS COMPLIANT (SEE NOTES/LEGEND)

- All parking spaces, maneuvering aisles, and access ways shall be paved with asphalt, concrete, or other all-weather surface.
- Permeable paving materials, such as porous concrete/asphalt, open-jointed pavers, and turf grids, are a permitted surface material, subject to approval by the development services department.

D. ~~Tandem Parking Spaces. Tandem parking spaces are permitted for all residential land uses, provided that they comply with the following standards: PROJECT IS COMPLIANT (SEE NOTES/LEGEND)~~

- Parking spaces in a tandem configuration shall be reserved for and assigned to a single dwelling unit. All required guest parking shall be provided as single, non-tandem parking spaces.
- Tandem parking spaces shall not block the use of the driveway to access other parking spaces located within the parking area.
- Tandem parking spaces shall be used to accommodate passenger vehicles only.

E. ~~Forward Entrance and Exit. For parking areas adjacent to an arterial or collector roadway, sufficient maneuvering area shall be provided to allow vehicles may enter and exit an abutting street in a forward direction. NO~~

F. ~~Parking Lot. Required parking may be provided using elevator-like mechanical parking systems ("lifts") provided the lifts are located within an enclosed structure or otherwise screened from public view. NA~~

G. Lighting. PROJECT IS COMPLIANT (SEE NOTES/LEGEND)

- A parking area with six or more parking spaces shall include outdoor lighting that provides a minimum illumination of 1.0 foot-candles over the entire parking area.
- Outdoor lighting as required above shall be provided during nighttime business hours.
- All parking space area lighting shall be energy efficient and designed so that any glare or spillage is directed away from residential properties.

~~All fixtures shall be hooded and downward-facing.~~

~~Parking structures shall provide outdoor lighting as required by the California Building Code.~~

H. Pedestrian Access.

- Parking lots with more than thirty parking spaces shall include a pedestrian walkway in compliance with ADA requirements. **NA - NO PARKING LOTS OR STRUCTURES**
- The design of the pedestrian walkway shall be clearly visible and distinguished from parking and circulation areas through striping, contrasting paving material, or other similar method as approved by the community development.

20

7/24/2020 Morgan Hill, CA Code of Ordinances

~~director. PROJECT IS COMPLIANT (SIDEWALKS CONNECT PARKING AREAS)~~

~~Screening. Parking lots of six spaces or more shall comply with the following screening standards. NA - NO PARKING LOTS OR STRUCTURES~~

- Location. Screening shall be provided along the perimeter of parking lots fronting a street or abutting a residential zoning district.
- Height:
 - Screening adjacent to streets shall have a minimum height of four feet.
 - For parking lots within ten feet of a residential zoning district, screening shall have a minimum height of six feet.
- Materials. Required screening may consist of one or more of the following materials:
 - Low-profile walls constructed of brick, stone, stucco or other durable and graffiti-proof coating material.
 - Evergreen plants that form an opaque screen.
 - A six-foot fence combined with landscaping to form an opaque screen.
 - A term landscaped with ground cover, shrubs, or trees.
 - Parking lots within ten feet of a residential zoning district shall be screened by a six-foot masonry wall.

J. Driveway Spacing:

- Driveways shall be setback from street intersections as shown in Table 18.72-5:

Table 18.72-5: Driveway Setbacks from Intersections

Use Served by Driveway	Minimum Distance from Intersection
Residential	10 ft. PROJECT IS COMPLIANT (SEE NOTES ABOVE)
Commercial	25 ft.
Industrial	40 ft.
Other Uses	As required by the City Engineer

- Setbacks shall be measured from corner radius or 1 feet, whichever is greater. The corner radius shall be the arc length measured between the linear distance of the adjoining street.

K. ~~Adjustments to Parking Design and Development Standards. The Planning Commission may allow adjustments to parking design and development standards in this section through the approval of a Minor Exception as described in Chapter 18.108.020 (Minor Exceptions).~~

(Ord. No. 2277 N.S., 15 Exh. A), 6-6-2018)

CMHMC 18.140.020

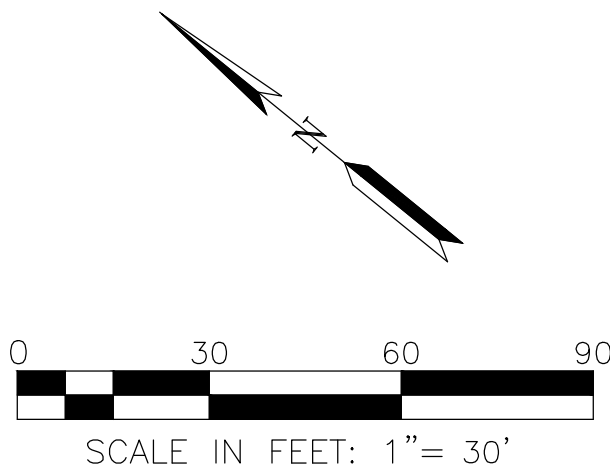
- "Parking lot" means land area or facility for the temporary parking or storage of motor vehicles used personally, for business or for commerce with a lot area of five thousand square feet or more, or with twenty-five or more parking spaces.

30



B62

MUNICIPAL INFRASTRUCTURE
BROADBAND CONNECTIVITY IS INSTALLED PER OBJECTIVE STANDARDS CHECKLIST

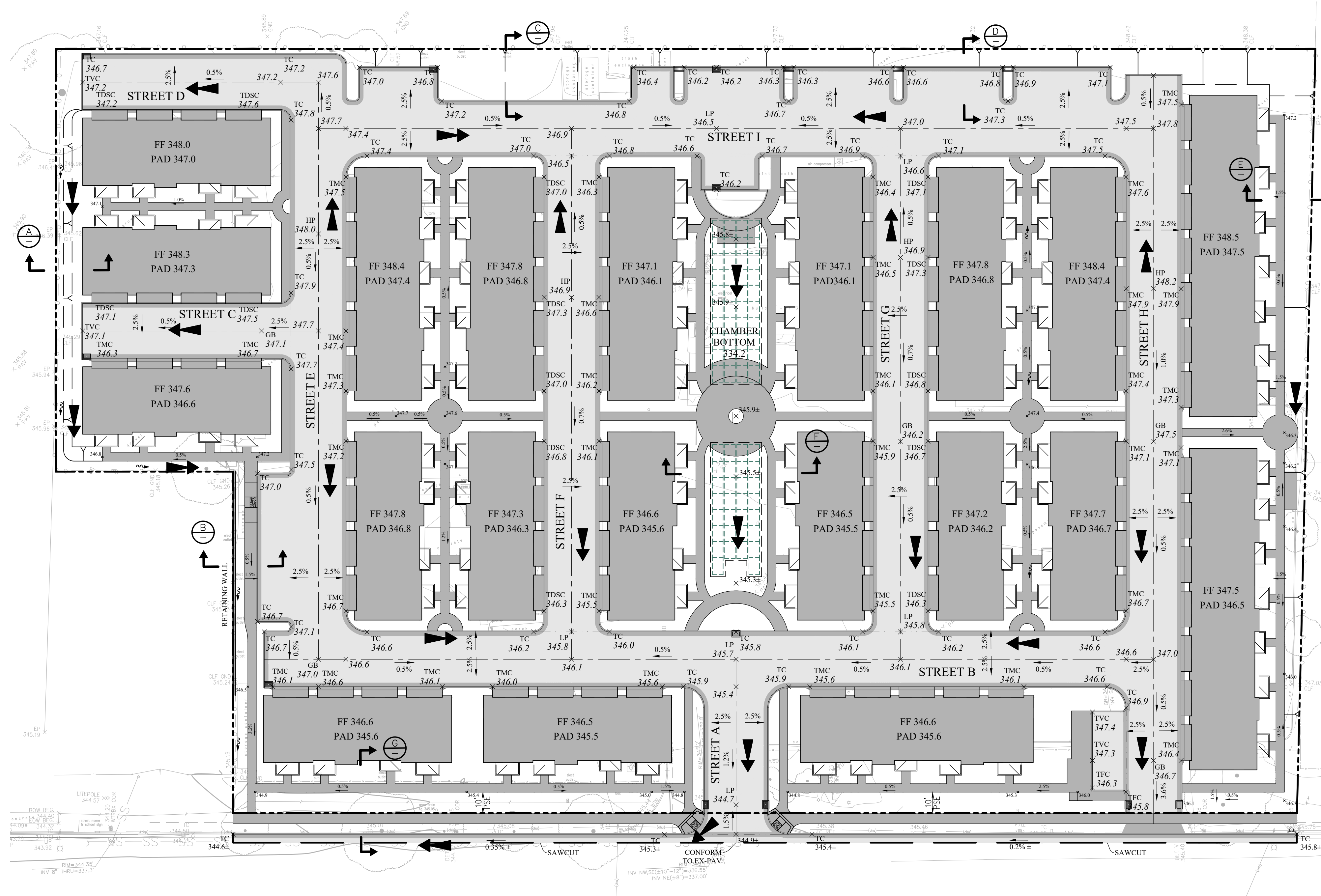


DATE	MR	SHEET REVISIONS	BY	CK	SCALE AS SHOWN	DATE
						DECEMBER 2021
2ND SUBMITTAL						
DECEMBER 2021						
SHEET						
C-06						
OF 10 SHEETS						
JOB NO. 212008-001						

SB330 DESIGN REVIEW & VESTING TENTATIVE MAP APPLICATION
STANDARDS COMPLIANCE EXHIBIT
19380 MONTEREY ROAD
MORGAN HILL, CALIFORNIA

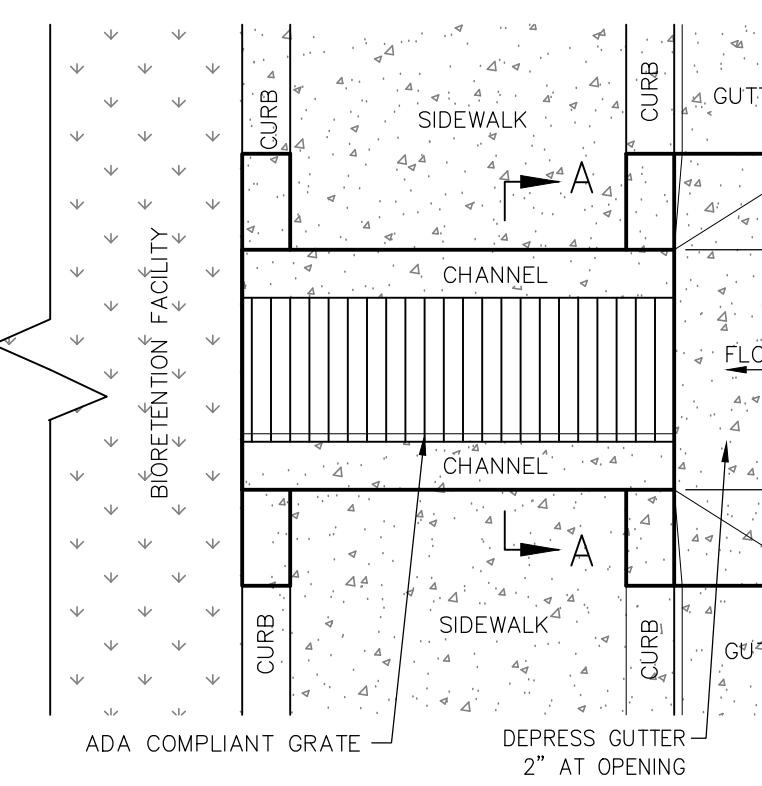
DeNova Homes, Inc.
1500 Willow Pass Court
Concord, CA 94520

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

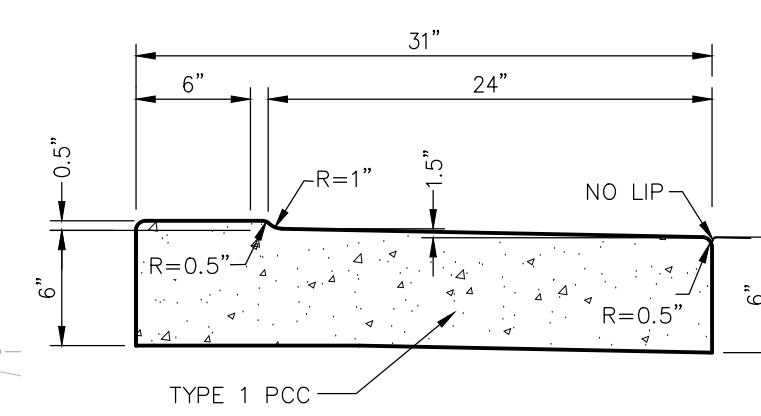


- LEGEND**
- BOUNDARY
 - CENTER LINE
 - EASEMENT
 - FACE OF CURB
 - CONCRETE DITCH
 - SIDEWALK
 - STORM DRAIN INLET
 - FINISHED FLOOR ELEVATION
 - SPOT ELEVATION
 - STREET SLOPE
 - OVERLAND RELEASE
 - DIRECTION OF FLOW
 - DIRECTION OF SLOPE
 - UNDERGROUND INFILTRATION FACILITY

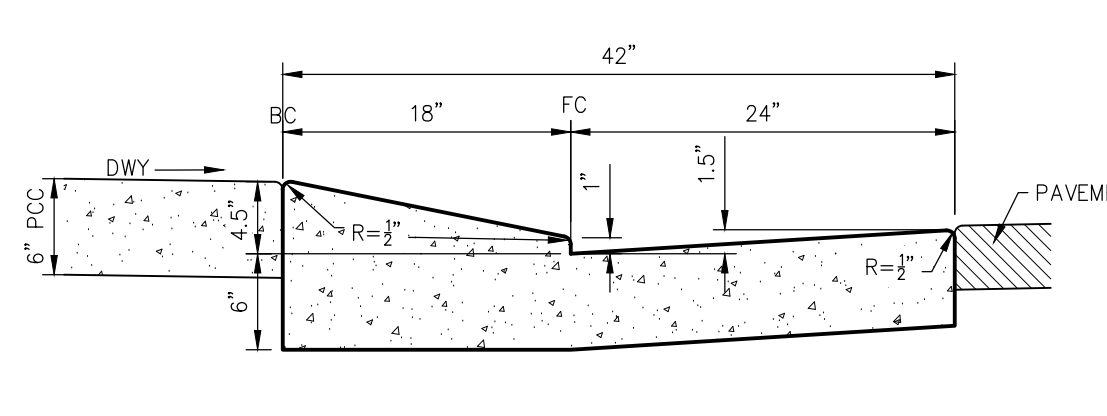
- GENERAL NOTES:**
- ALL SIDEWALKS AND WALKWAYS SHALL BE COMPLIANT WITH THE LATEST ADA STANDARDS. CURB RAMPS WITH DETECTABLE WARNING SURFACE SHALL BE PROVIDED AT ALL STREET CROSSINGS.
 - ALL PROPOSED GRADES SHOWN ARE PRELIMINARY AND SUBJECT TO REFINEMENT DURING FINAL DESIGN.
 - SEE SHEET C-09 FOR BIORETENTION FACILITIES.
 - BENCHMARK: SANTA CLARA VALLEY WATER DISTRICT BENCHMARK "BM1067", BRASS DISK "R19" AT UPR, 300 FEET SOUTH FROM COCHRAN ROAD ALONG OLD MONTEREY ROAD, OPPOSITE TO ADDRESS 1815 OLD MONTEREY ROAD, DISK IS ON TOP OF CONCRETE HEADWALL, ON THE NORTHWESTERLY SIDE OF TRACKS, OVER A 2-FOOT DIAMETER STEEL PIPE CULVERT, 9.5 FEET SOUTHWESTERLY FROM THE MOST SOUTHWESTERLY RAIL, 37.5 FEET NORTHEASTERLY FROM TELEPHONE POLE NO. GT109368, ELEVATION (NAVD88) = 353.27 FEET.
 - EARTHWORK QUANTITIES ARE BASED OFF OF PRELIMINARY PROPOSED GRADING AND EXISTING GROUND CONTOURS. CUT AND FILL VALUES WERE GENERATED BY EARTHCALC, INCORPORATED IN NOVEMBER 2021.



SIDEWALK TRENCH DRAIN DETAIL
NO SCALE

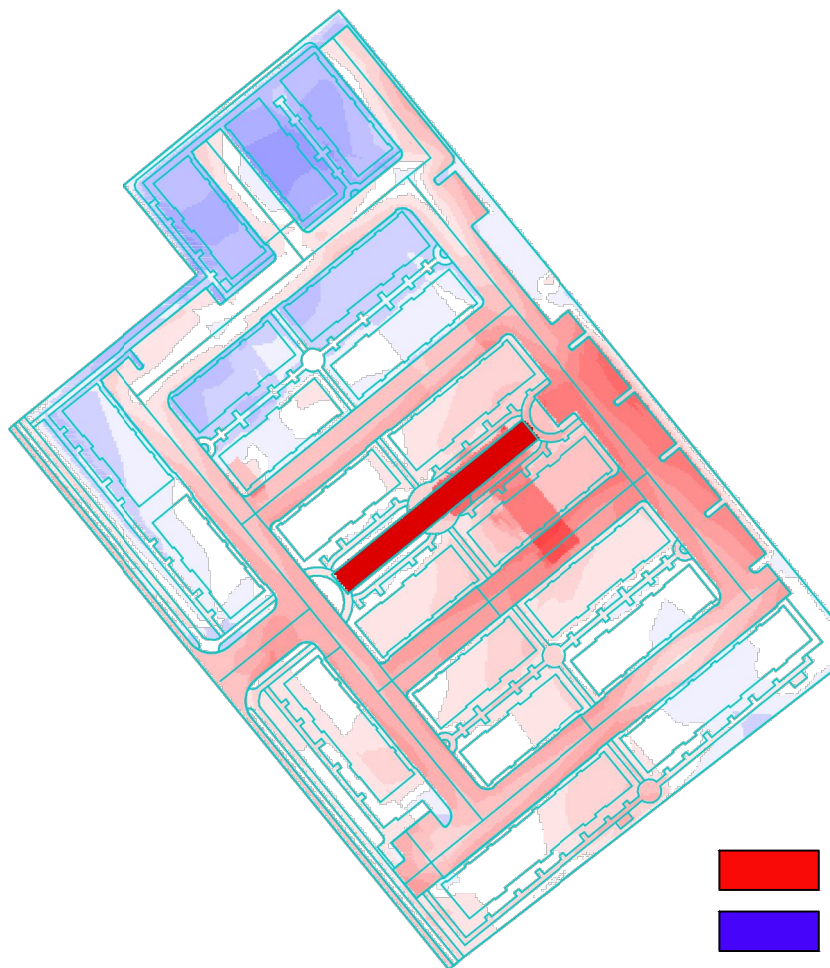
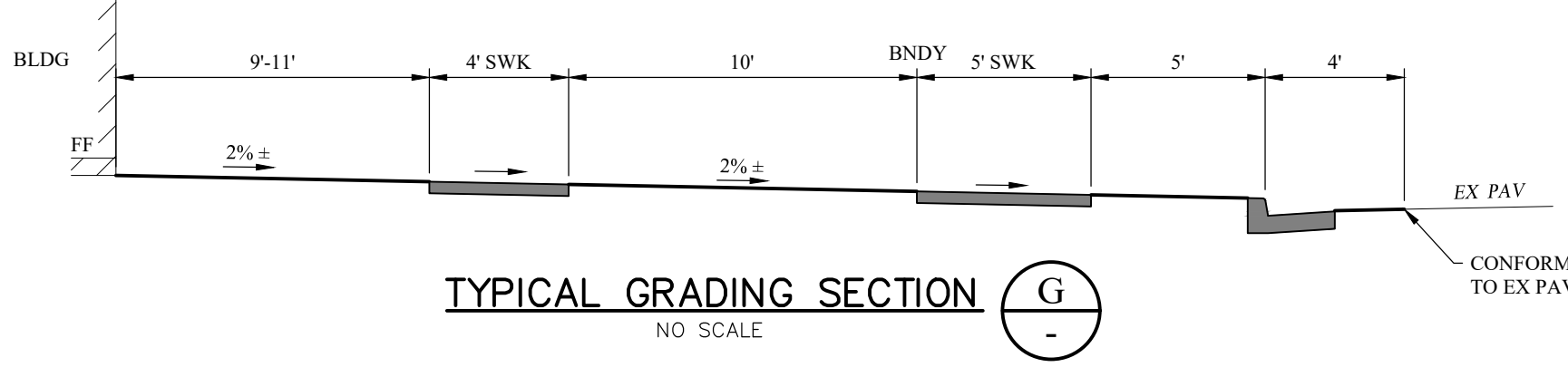
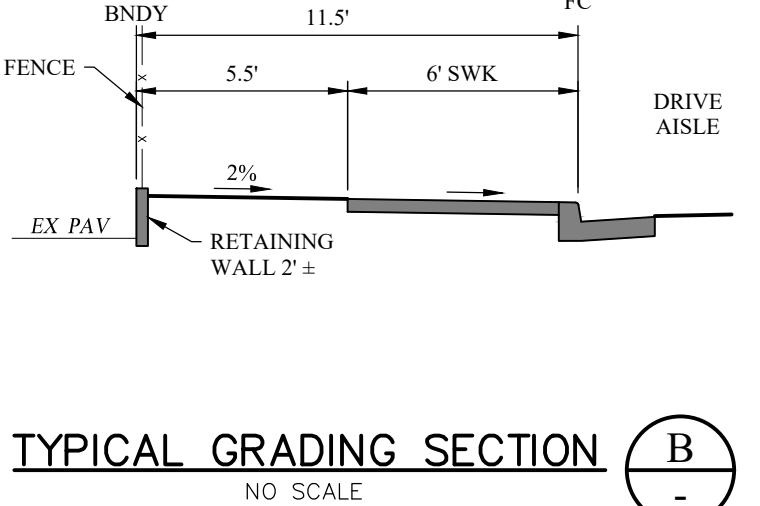
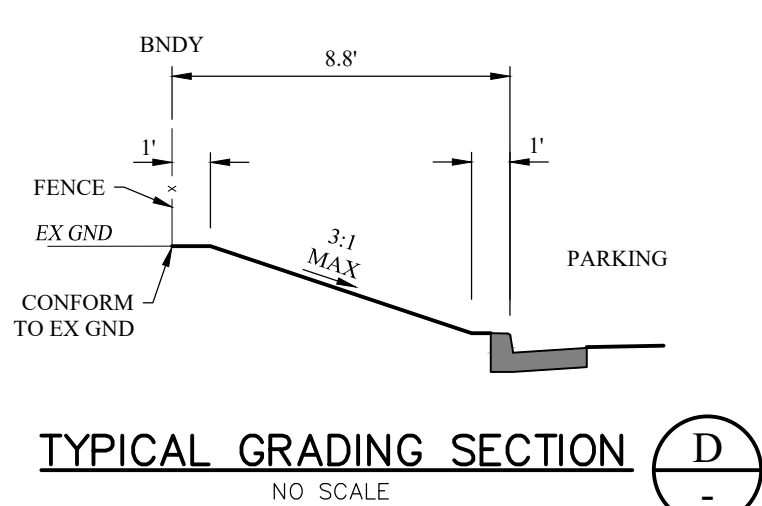
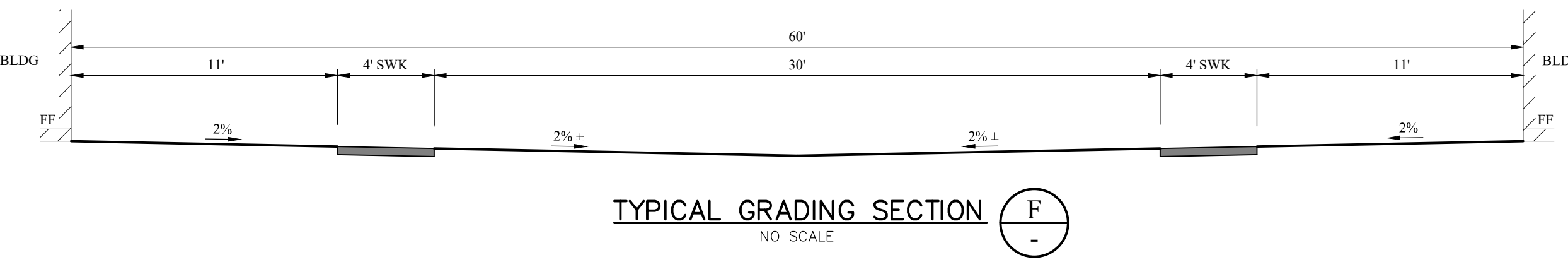
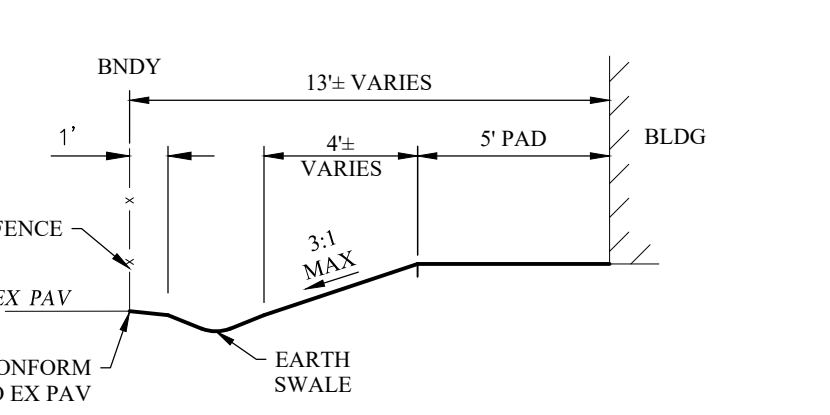
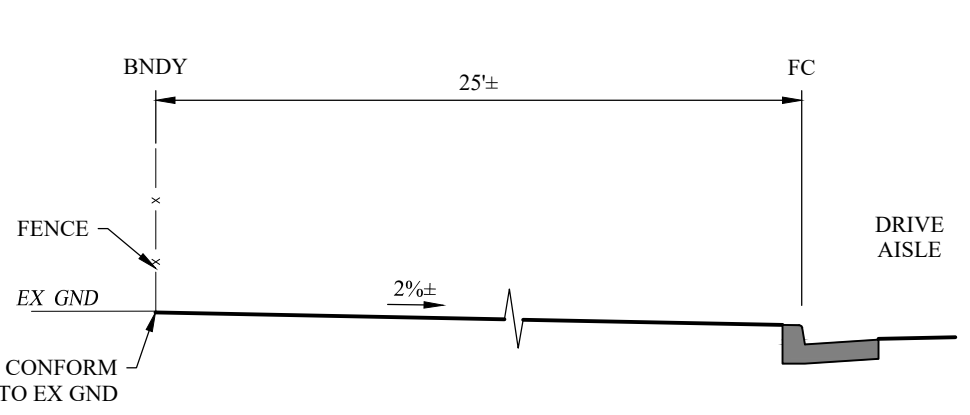
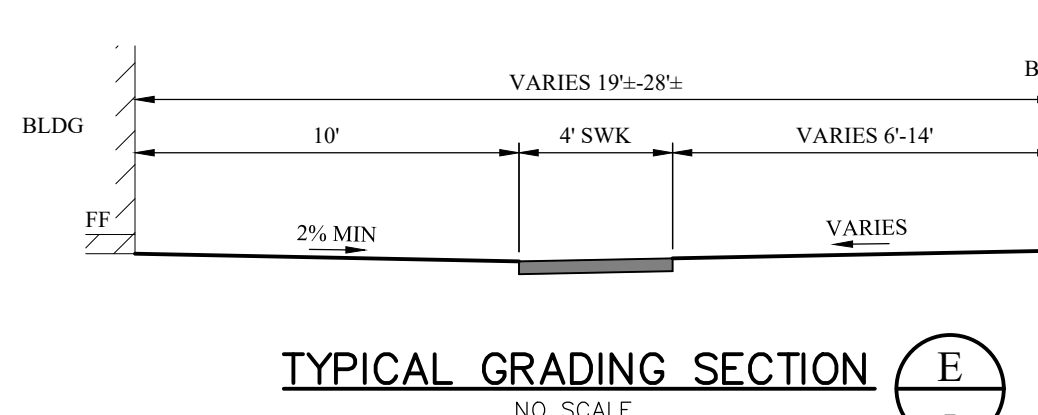


DEPRESSED CURB & SPILL GUTTER DETAIL
NO SCALE



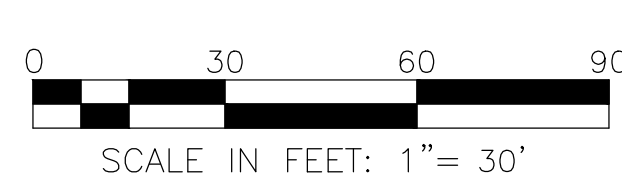
MODIFIED CURB & GUTTER DETAIL
NO SCALE

ROUGH GRADING SECTIONS



EARTHWORK
NO SCALE

CUT: 6,880 CY
FILL: 2,390 CY



RLA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
8055 CAMINO ARROYO, SUITE 200, SAN JOSE, CA 95128
PHONE: (408) 848-0300 FAX: (408) 848-0302

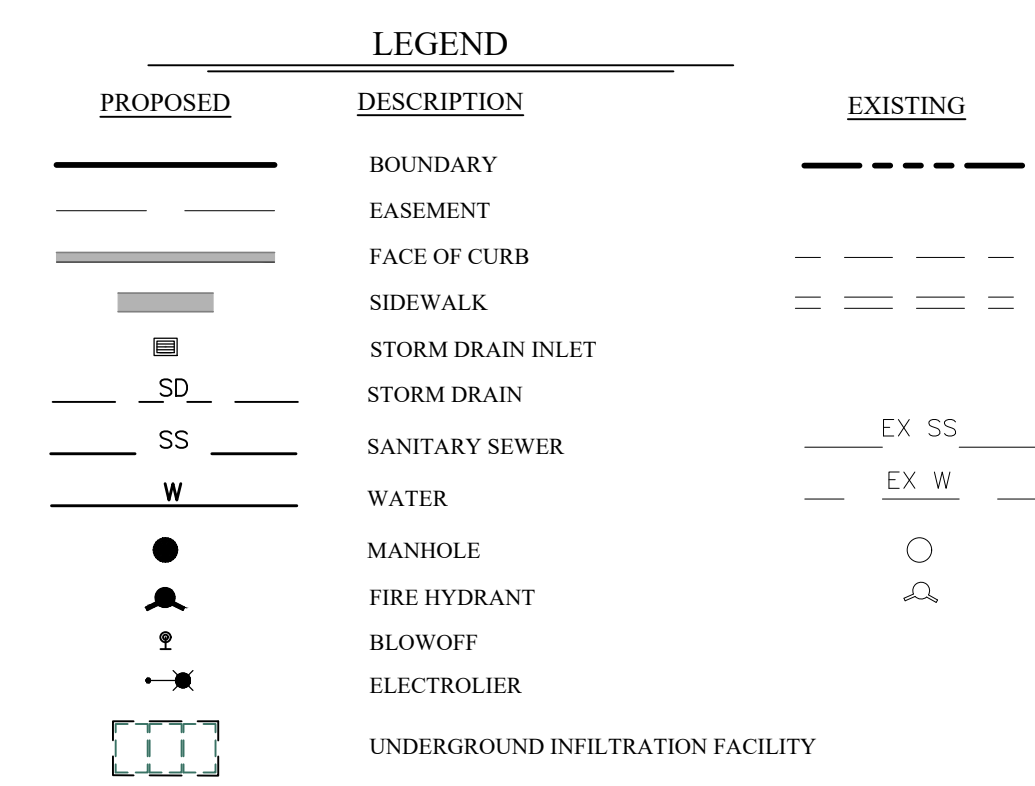
DeNova Homes, Inc.
1500 Willow Pass Court
Concord, CA 94520

SB330 DESIGN REVIEW & VESTING TENTATIVE MAP APPLICATION
PRELIMINARY GRADING PLAN
19380 MONTEREY ROAD
MORGAN HILL, CALIFORNIA

DATE	BY	CHK	SCALE	SHEET REVISIONS
12/15/21	JK	JK	AS SHOWN	

2ND SUBMITTAL
DECEMBER 2021

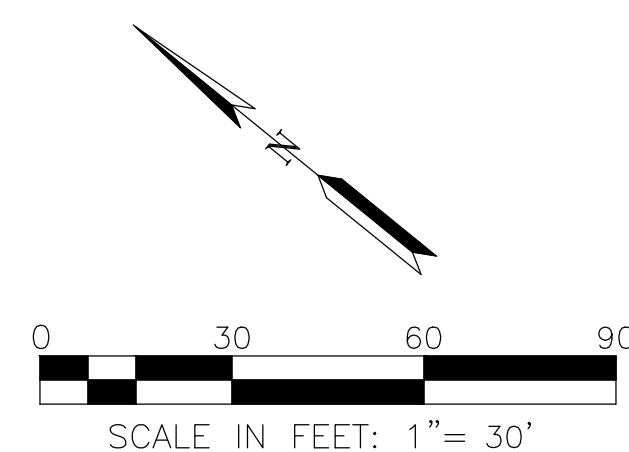
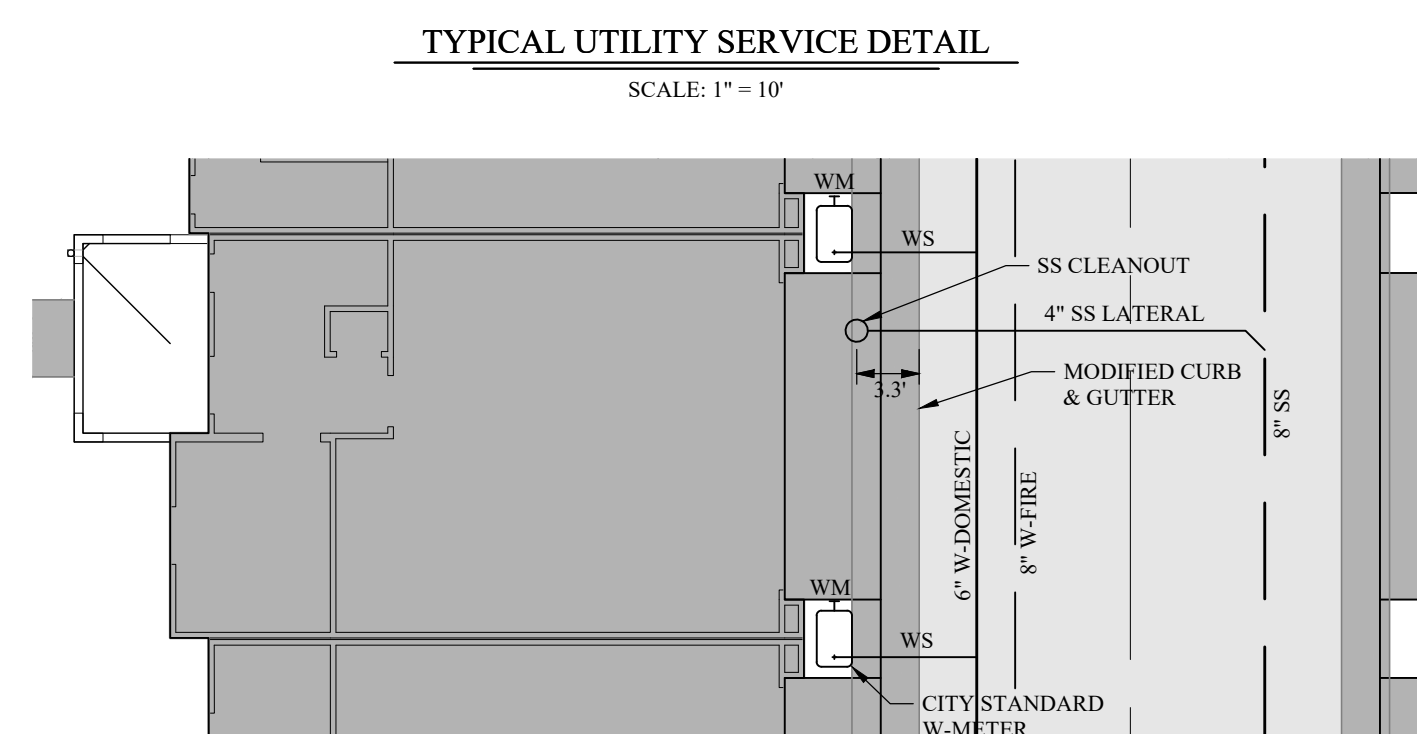
SHEET
C-07
OF 10 SHEETS
JOB NO.
212008-001



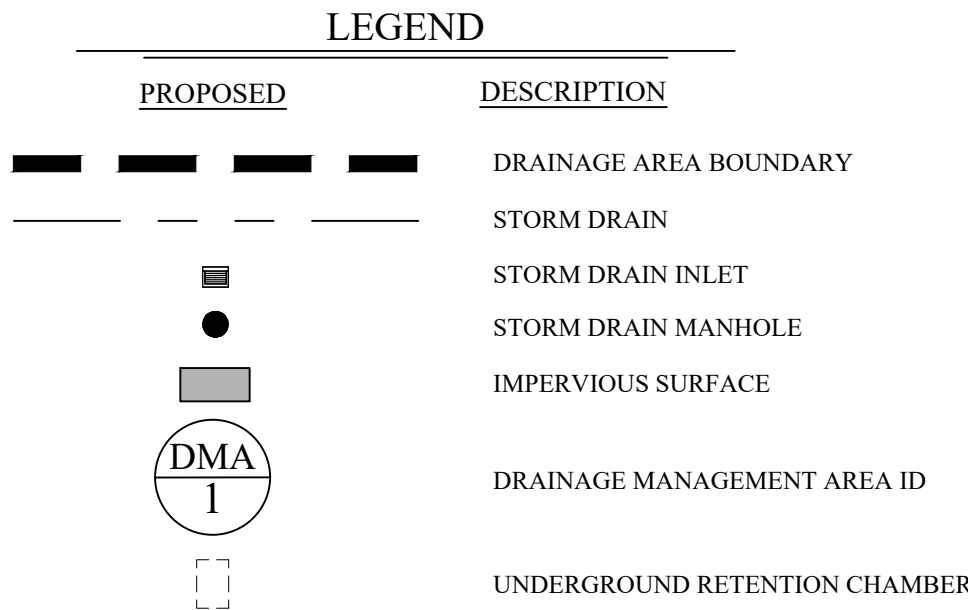
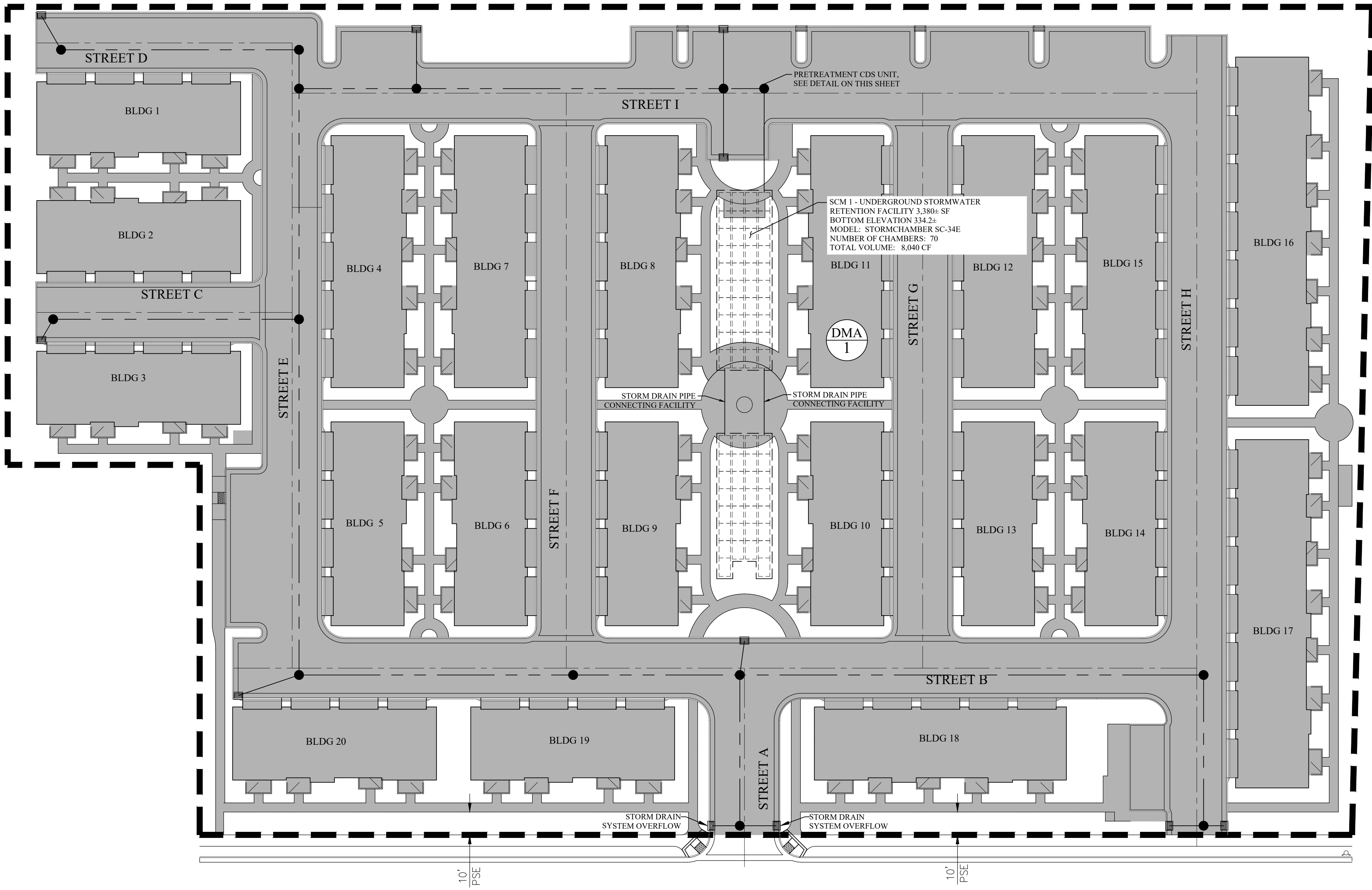
GENERAL NOTES:

① UNDERGROUND RETENTION FACILITY, SEE SHEET C-09 FOR ADDITIONAL RETENTION.

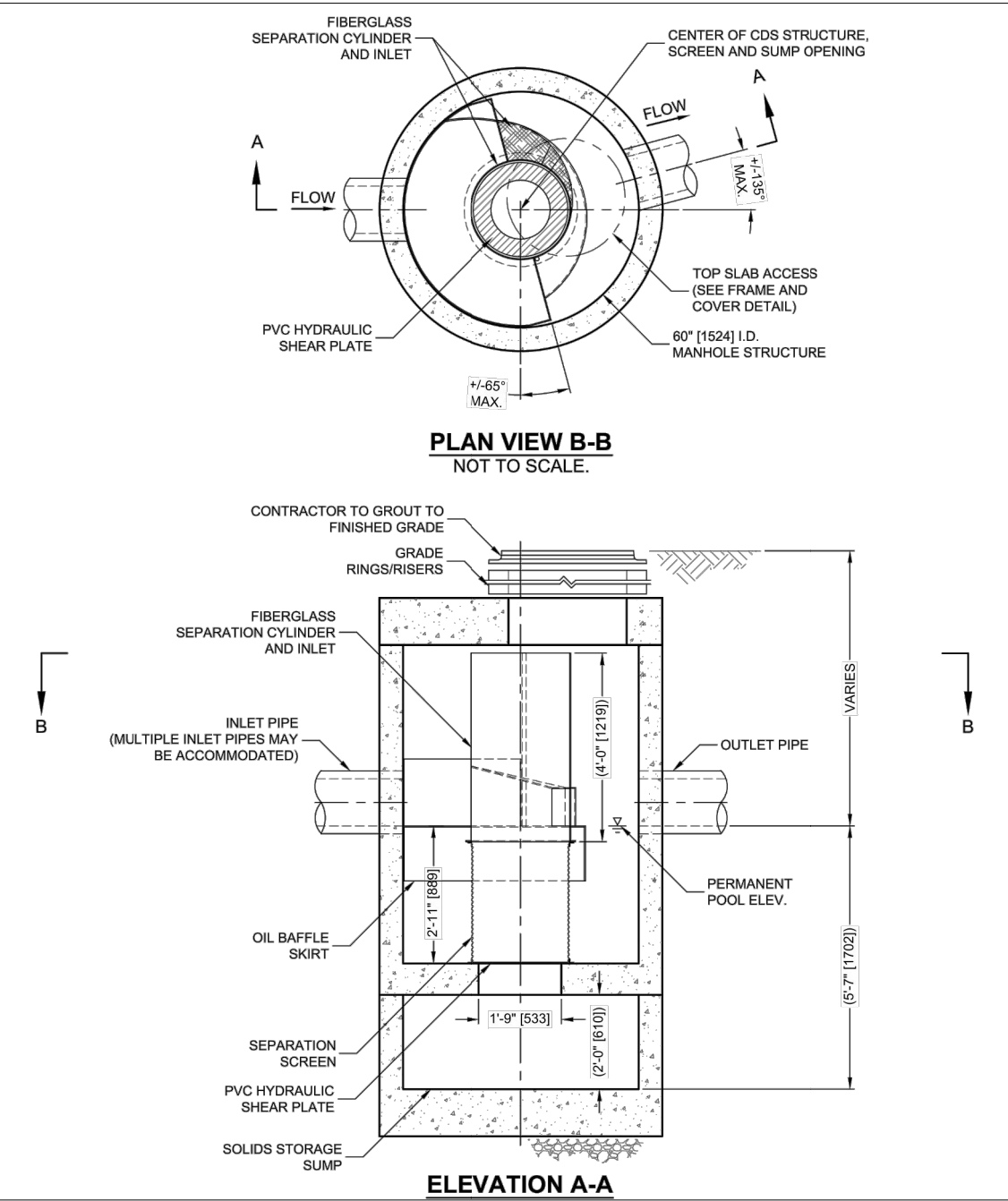
1. WATER SHALL AT ALL TIMES MAINTAIN 10' HORIZONTAL CLEARANCE AND 1' VERTICAL CLEARANCE ABOVE SANITARY SEWER AND RECYCLED WATER UTILITIES, PER CALIFORNIA DEPARTMENT OF PUBLIC HEALTH STANDARDS.
2. STORM DRAIN AND SANITARY SEWER WITHIN THE SITE ARE TO BE PRIVATELY MAINTAINED.
3. DOMESTIC WATER AND FIRE WITHIN THE SITE IS TO BE PRIVATELY OWNED AND MAINTAINED.
4. FIRE SPRINKLERS FOR EACH BUILDING ARE TO BE NFPA 13D AND ARE SUPPLIED FROM THE DOMESTIC WATER SERVICE SHOWN IN THE DETAIL BELOW. THIS PROPOSED DESIGN IS PRELIMINARY AND SUBJECT TO CHANGE IN FINAL DESIGN.
5. ALL PROPOSED UTILITY LOCATIONS AND SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN.
6. LOCATION OF EXISTING UTILITIES HAS BEEN APPROXIMATED BASED ON RECORD DRAWINGS.
7. EXISTING UNUSED WATER AND SEWER LATERALS WILL BE ABANDONED AT THE MAIN PER CITY STANDARDS.
8. EXISTING WATER MAIN ON MONTEREY ROAD TO BE RELOCATED WITHIN MONTEREY ROAD R/W AS SHOWN.
9. WORK DONE WITHIN PUBLIC RIGHT-OF-WAY WILL REQUIRE AN ENCROACHMENT PERMIT FROM THE CITY OF MORGAN HILL.
10. THE PROJECT IS NOT LOCATED WITHIN A FLOOD PLAIN.



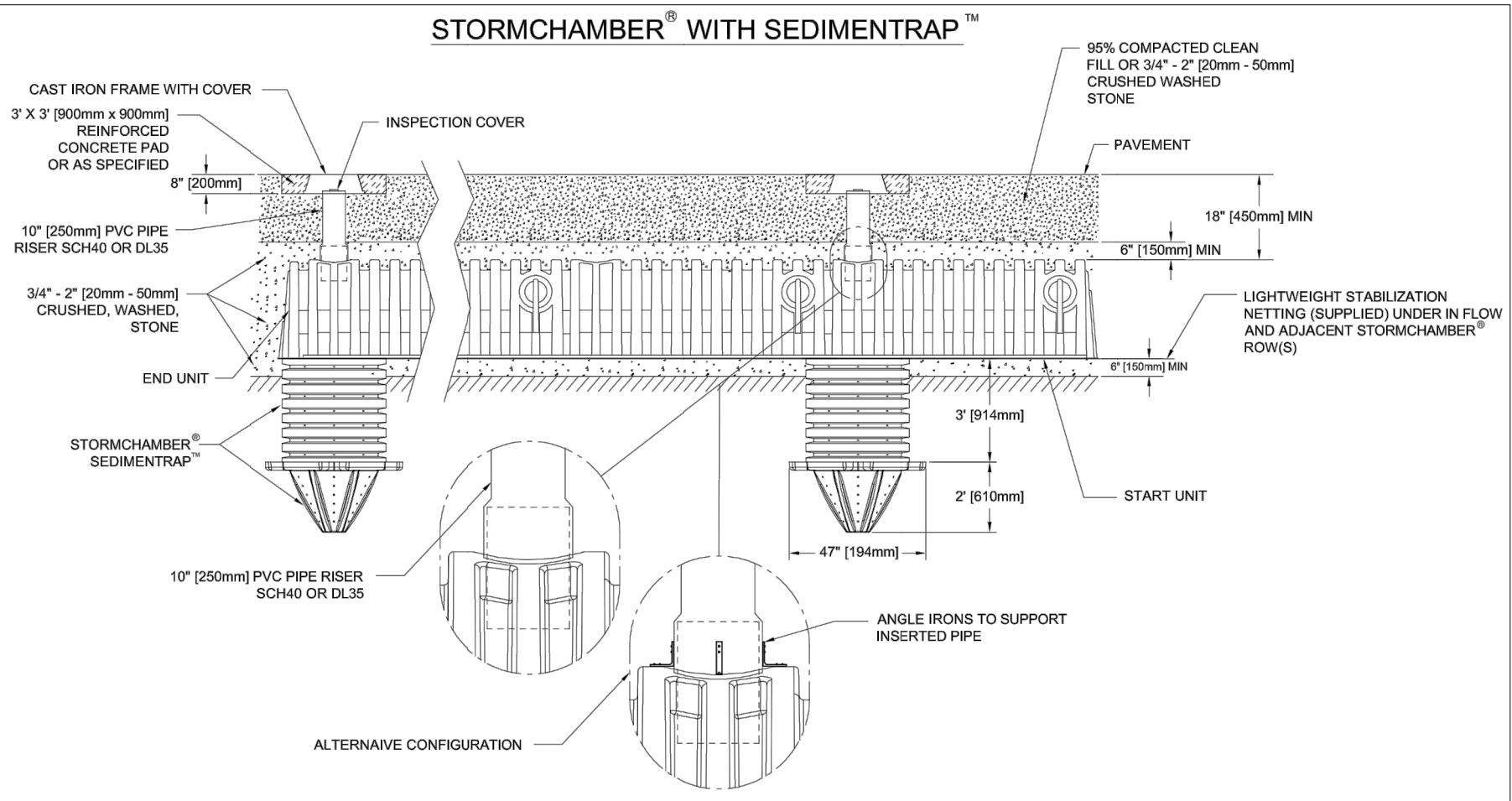
MUNICIPAL INFRASTRUCTURE	
B57	WATER SYSTEM PROVIDES LOCAL DISTRIBUTION AND COMPLIES WITH STANDARD DETAILS AND DESIGN STANDARDS
B58	WASTEWATER SYSTEM PROVIDES LOCAL DISTRIBUTION AND COMPLIES WITH STANDARD DETAILS AND DESIGN STANDARDS
B59	STORM DRAIN SYSTEM DESIGNED TO MEET THE NEEDS OF A 10-YEAR EVENT; DETENTION SIZED FOR A 25-YEAR EVENT; STREETS FOR A 100-YEAR EVENT
B60	PROJECT COMPLIES WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD CENTRAL COAST REGION REQUIREMENTS
B61	PROJECTS IN A FLOOD PLAIN COMPLY WITH MHMC CHAPTER 15-00



- STORM WATER MANAGEMENT NOTES:**
- THIS PROJECT IS TRIBUTARY TO FISHER CREEK, WHICH ULTIMATELY DRAINS TO THE SAN FRANCISCO BAY. HOWEVER, THE CITY OF MORGAN HILL HAS ITS MUNICIPAL DISCHARGE PERMIT WITH THE CENTRAL COAST REGIONAL WATER QUALITY BOARD (CCRWCQB). THEREFORE, STORM WATER RUNOFF MANAGEMENT SHALL ADHERE TO THE CCWQB CRITERIA IDENTIFIED IN THE "STORMWATER MANAGEMENT GUIDANCE MANUAL FOR LOW IMPACT DEVELOPMENT & POST CONSTRUCTION REQUIREMENTS FOR THE CITY OF GILROY, CITY OF MORGAN HILL, AND COUNTY OF SANTA CLARA", DATED JUNE 2015.
 - THIS PRELIMINARY STORMWATER RUNOFF MANAGEMENT PLAN IS CONCEPTUAL AND SUBJECT TO REVISION BASED ON FINAL DESIGN AND ULTIMATE SITE CONFIGURATION.
 - ALL STORMWATER CALCULATIONS SHOWN HEREIN ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN. THE LID MEASURES AND STORMWATER CONTROL FACILITIES MAY BE CHANGED OR MODIFIED DURING FINAL DESIGN AS LONG AS THE PROJECT CAN SHOW CONFORMANCE WITH THE CITY OF MORGAN HILL, THE SANTA CLARA COUNTY DRAINAGE MANUAL (2007), AND CCRWCQB POST-CONSTRUCTION STORMWATER REGULATIONS IN EFFECT AT THE TIME OF APPROVAL.
 - THE SUBSURFACE INFILTRATION FACILITY PROPOSED ONSITE WILL SERVE AS THE MAIN RETENTION SYSTEM FOR THE PROJECT. THE FACILITY WAS SIZED TO RETAIN THE 100-YEAR STORM DUE TO EXISTING DOWNSTREAM FLOODING OF FISHER CREEK. THE CALCULATIONS WERE PERFORMED VIA THE ROUTING METHOD USING CIVILSTORM COMPUTER PROGRAM BY BENTLEY SYSTEM INCORPORATED. ALL CCRWCQB REQUIREMENTS ARE MET VIA INFILTRATION IN THE UNDERGROUND SYSTEM.
 - A CDS (CONTINUOUS DEFLECTION SEPARATION) UNIT, OR APPROVED EQUAL IS PROPOSED AS A POTENTIAL PRETREATMENT SYSTEM UPSTREAM OF THE CHAMBER SYSTEM IN ORDER TO REMOVE A LARGE QUANTITY OF DEBRIS, SEDIMENT, OIL, GREASE, ETC. PRIOR TO THE STORMWATER ENTERING THE UNDERGROUND RETENTION SYSTEM. THE PRETREATMENT SYSTEM IS PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.
 - THERE IS NO EXISTING STORM DRAIN INFRASTRUCTURE WITHIN MONTEREY ROAD ALONG THE PROJECT FRONTAGE. BASED ON FIELD OBSERVATION, EXISTING STORMWATER DISCHARGES TO THE MONTEREY ROAD GUTTER PAN AND FLOWS NORTHWEST UNTIL IT IS INTERCEPTED BY A DRAIN INLET AT THE MONTEREY ROAD AND BURNETT AVENUE INTERSECTION. IT IS THEN CARRIED INTO A CULVERT WHICH DISCHARGES TO A SWALE ON THE NORTHWEST SIDE OF MONTEREY ROAD. THE PROJECT WILL BE DESIGNED TO OVERLAND RELEASE IN A MANNER CONSISTENT WITH THIS PREDEVELOPMENT CONDITION.
 - SITE SPECIFIC INFILTRATION TESTS WERE PERFORMED IN AUGUST 2021 USING THE DOUBLE-RING INFILTRMETER TEST METHOD AND RESULTED IN INFILTRATION RATES OF 66 IN/HR TO 90 IN/HR. REFER TO THE GEOTECHNICAL INVESTIGATION REPORT BY STEVENS, FERRONE & BAILEY ENGINEERING CO., DATED AUGUST 17, 2021 FOR FURTHER INFORMATION.
 - THE OFFSITE PUBLIC SIDEWALK SHALL DIRECT RUNOFF INTO THE PROPOSED PLANTER STRIP BEHIND THE CURB.



CONTECH CDS2025-5-C STANDARD DETAIL
NO SCALE



TYPICAL SUBSURFACE INFILTRATION FACILITY DETAIL
NO SCALE

PROJECT INFORMATION:

Area =	201,340 ft ²	Total project area
Existing Impervious Area =	119,460 ft ²	
	59%	Existing Percent impervious area
Ex Imperv Area To Remain =	0 ft ²	Total existing impervious surface to remain
Replaced Imperv Area =	119,460 ft ²	Total existing impervious surface to be replaced as part of project
New Imperv Area =	36,120 ft ²	Total new impervious surface to be installed as part of project
Total Impervious Area =	155,580 ft ²	Total project impervious area
	77%	Percent impervious area
Water Management Zone =	1	

Performance Requirements

- No. 1 = Implement site design and runoff reduction strategies
- No. 2 = Provide water quality treatment for 85% storm event
- No. 3 = Prevent offsite discharge from events up to the 95th% storm event via optimizing infiltration
- No. 4 = Reduce peak flows to pre-project levels for 2-yr through 10-yr storm events
- No. 5 = Reduce peak flows to pre-project levels for 25-year storm event

Rainfall Design Information

MAP =	21.0 in	Mean Annual Precipitation
P _{85%} =	1.1 in	85th% 24-hr rainfall depth
P _{95%} =	1.7 in	95th% 24-hr rainfall depth

Soil Type Design Information

Site HSG =	B/C	NRCS Hydrologic Soil Group Classification
Infiltration Rate T-1 =	66 in/hr	SFB In-situ infiltration testing dated August 17, 2021
Infiltration Rate T-2 =	72 in/hr	SFB In-situ infiltration testing dated August 17, 2021
Infiltration Rate T-3 =	72 in/hr	SFB In-situ infiltration testing dated August 17, 2021
Infiltration Rate T-4 =	90 in/hr	SFB In-situ infiltration testing dated August 17, 2021

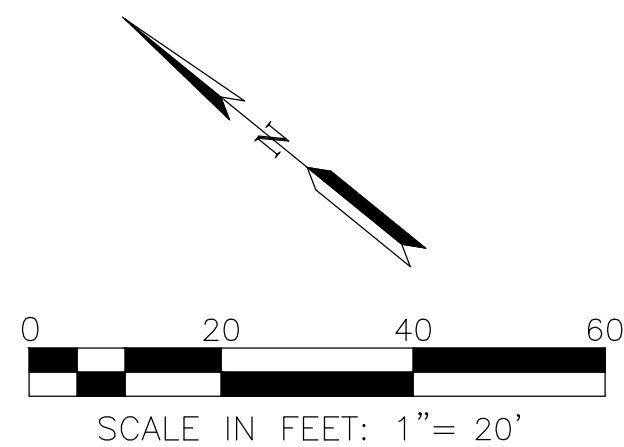
Safety Factor =	2	
Design Infiltration Rate =	33 in/hr	Safety Factor Applied to lowest in-situ test result

95% RAINFALL DEPTH RUNOFF RETENTION VOLUME:

DMA	Area (SF)	Total New Impervious Surface (SF)	Replaced Impervious Surface (SF)	Total Pervious Surface (SF)	Impervious Area Credit for Redevelopment (SF)	Drainage Area Minus Credit (SF)	% Impervious	Runoff Coefficient	95th% Volume, V ₉₅ (ft ³)	85th% Volume, V ₈₅ (ft ³)	Required Volume, V ₉₅ or V ₈₅ (ft ³)
1	201,340	155,580	119,460	45,760	59,730	141,610	77%	0.57	11,399	10,487	11,399

Governing Equations:

$$V_{95} = C^*P_{95}^*A$$
$$V_{95} = 95\% \text{ Rainfall Depth Runoff Retention Volume (ft}^3\text{)}$$
$$C = 0.858I^{-1} - 0.78I^2 + 0.774I + 0.04$$
$$P_{95} = 1.70$$
$$A = \text{drainage area (ft}^2\text{)}$$
$$I = \% \text{ impervious}$$
$$\text{Area} = \frac{V_{95} * 12}{D_p + D_{BSM} * R_{BSM} + D_o * R_o}$$
$$\text{Area} = \text{Design SCM area based on 95\% runoff retention volume (ft}^2\text{)}$$
$$D = \text{SCMLayer depth (in)}$$
$$R = \text{SCMLayer porosity (in)}$$
$$T_D = \frac{V_{95} * 12 * 5F}{1 * \text{Area}}$$
$$T_D = \text{Drawdown time (hr)}$$
$$A = \text{Available SCM area (ft}^2\text{)}$$
$$I = 33.0$$
$$\text{Infiltration Rate (in/hr)}$$



EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
LSE	LANDSCAPE EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT

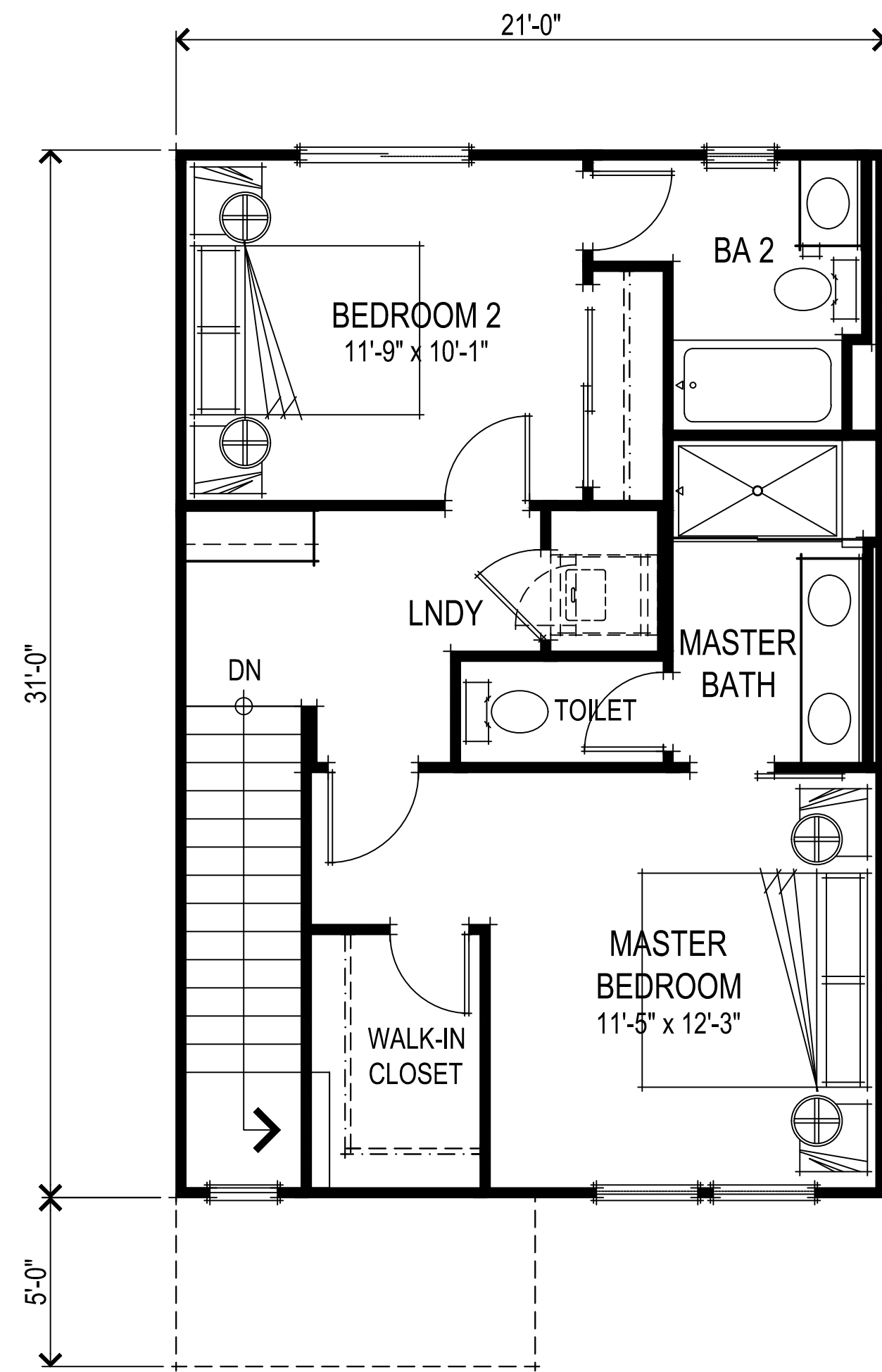
MONTEREY ROAD (PUBLIC)



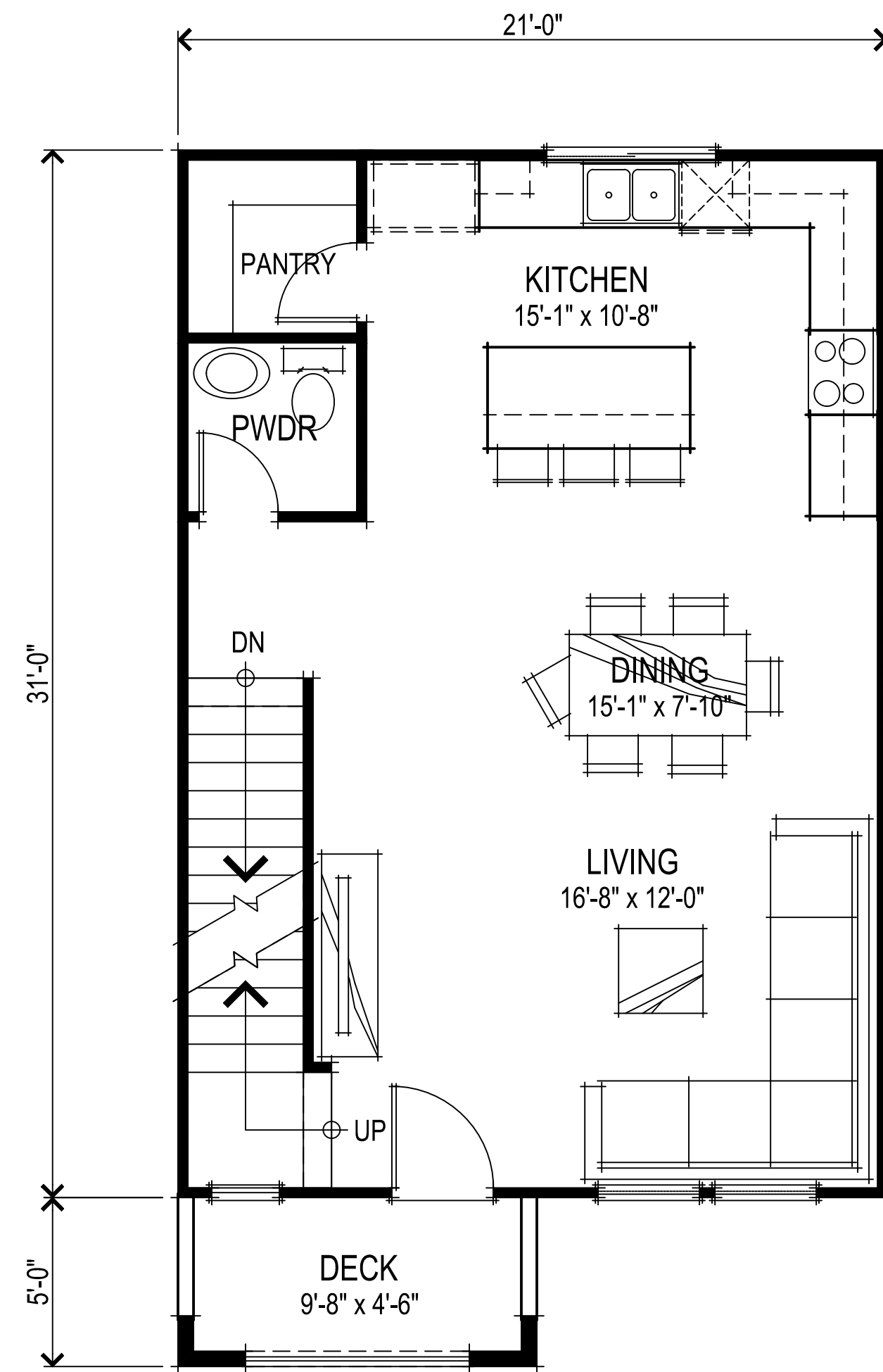
MONTEREY HWY

MORGAN HILL, CA
DECEMBER 3, 2021

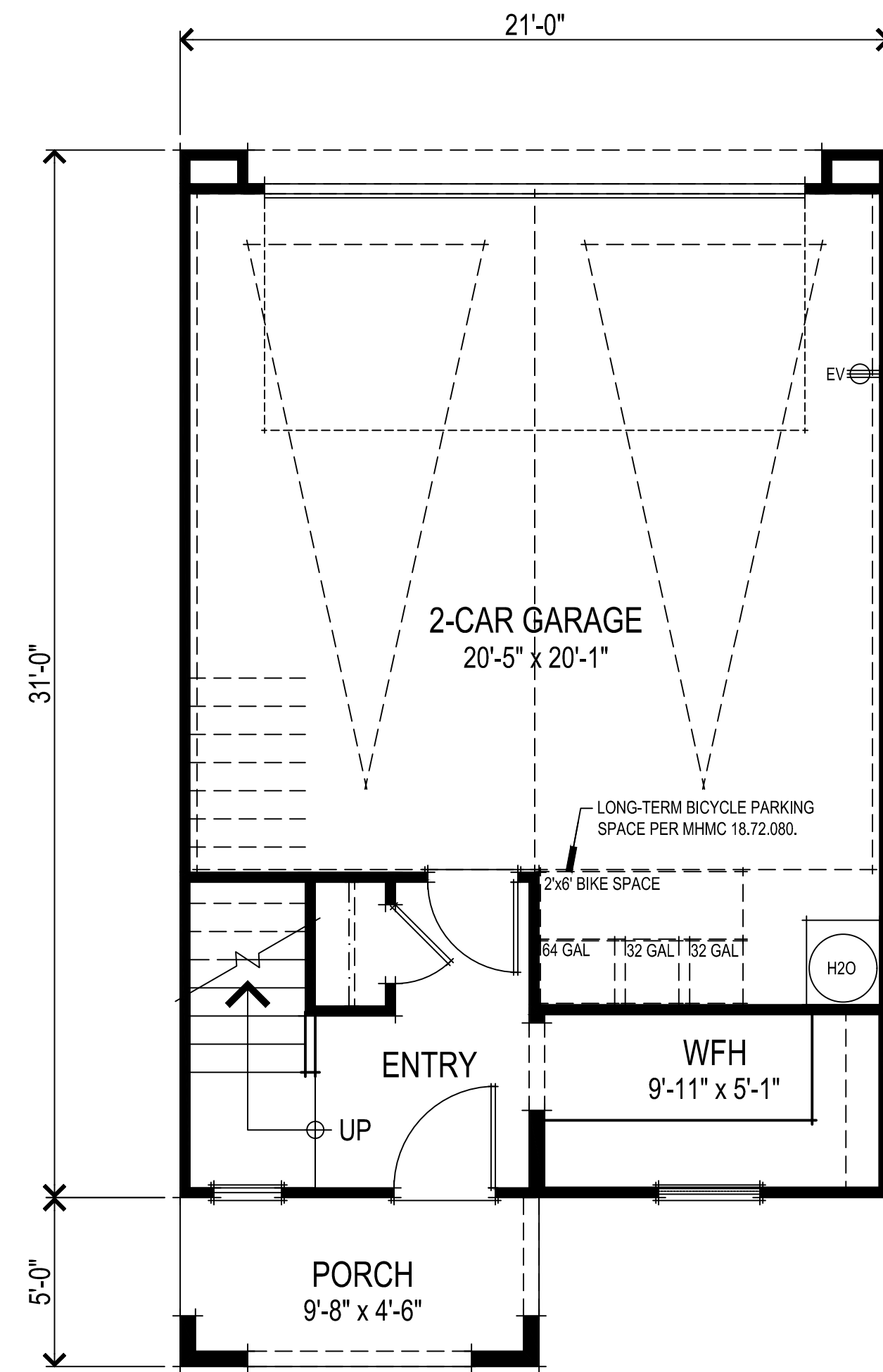




THIRD FLOOR PLAN

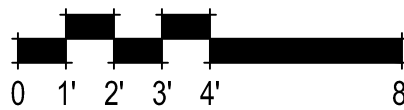


SECOND FLOOR PLAN



FIRST FLOOR PLAN

UNIT 1 SQUARE FOOTAGES	
FIRST FLOOR	162 SQ. FT.
SECOND FLOOR	654 SQ. FT.
THIRD FLOOR	599 SQ. FT.
TOTAL LIVING	1415 SQ. FT.
2-CAR GARAGE	470 SQ. FT.



UNIT 1 FLOOR PLANS
A001

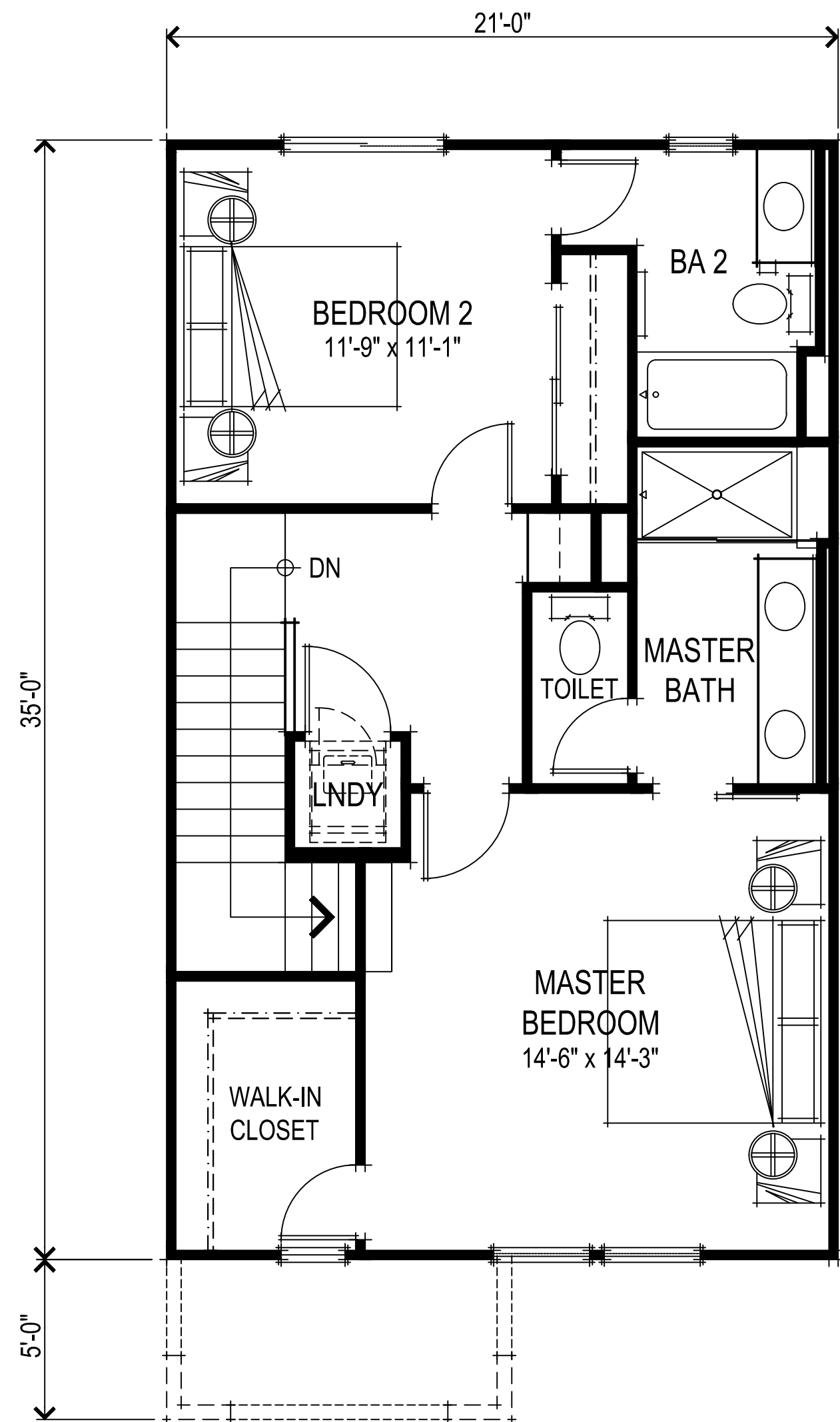
307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

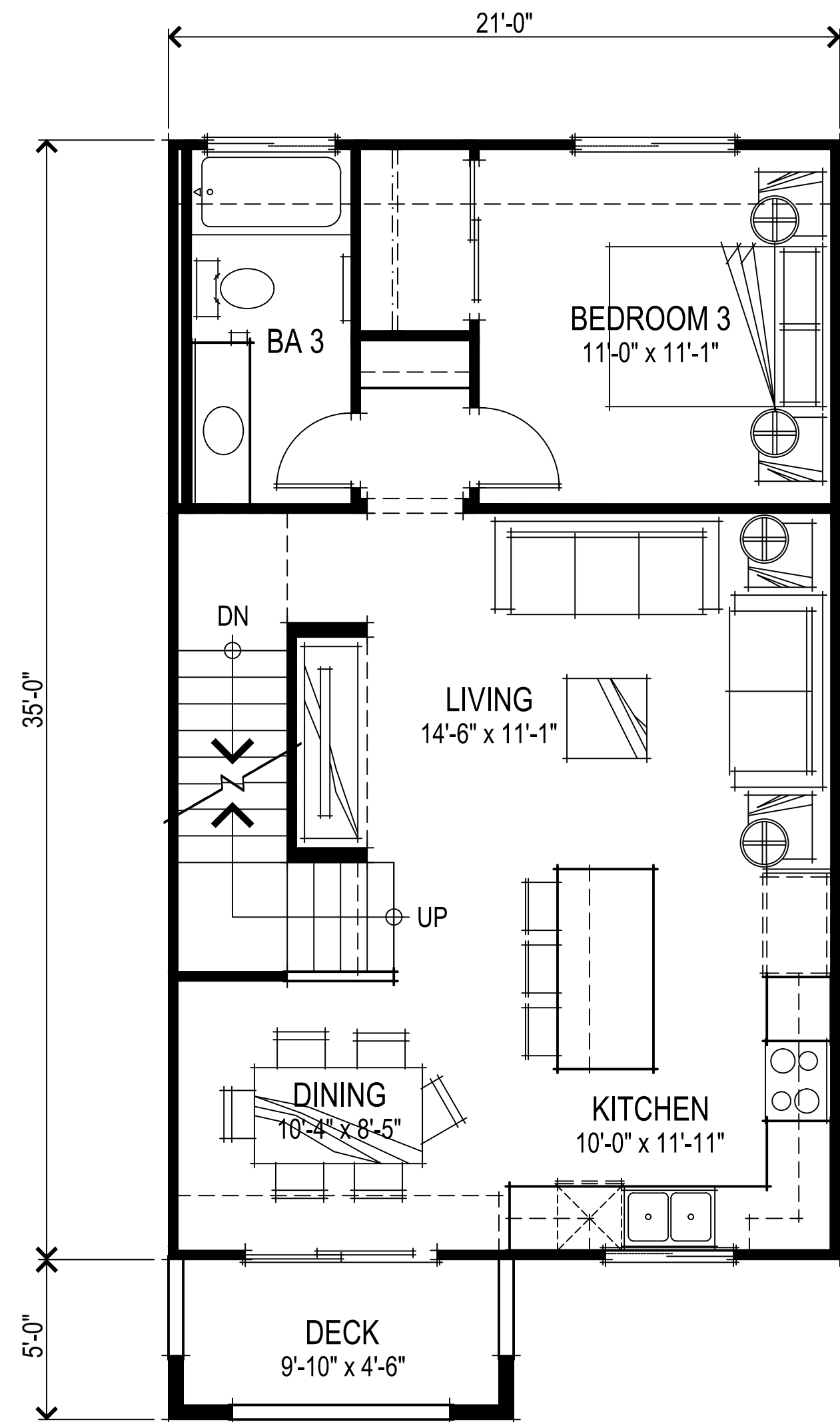
ROW TOWNHOMES

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

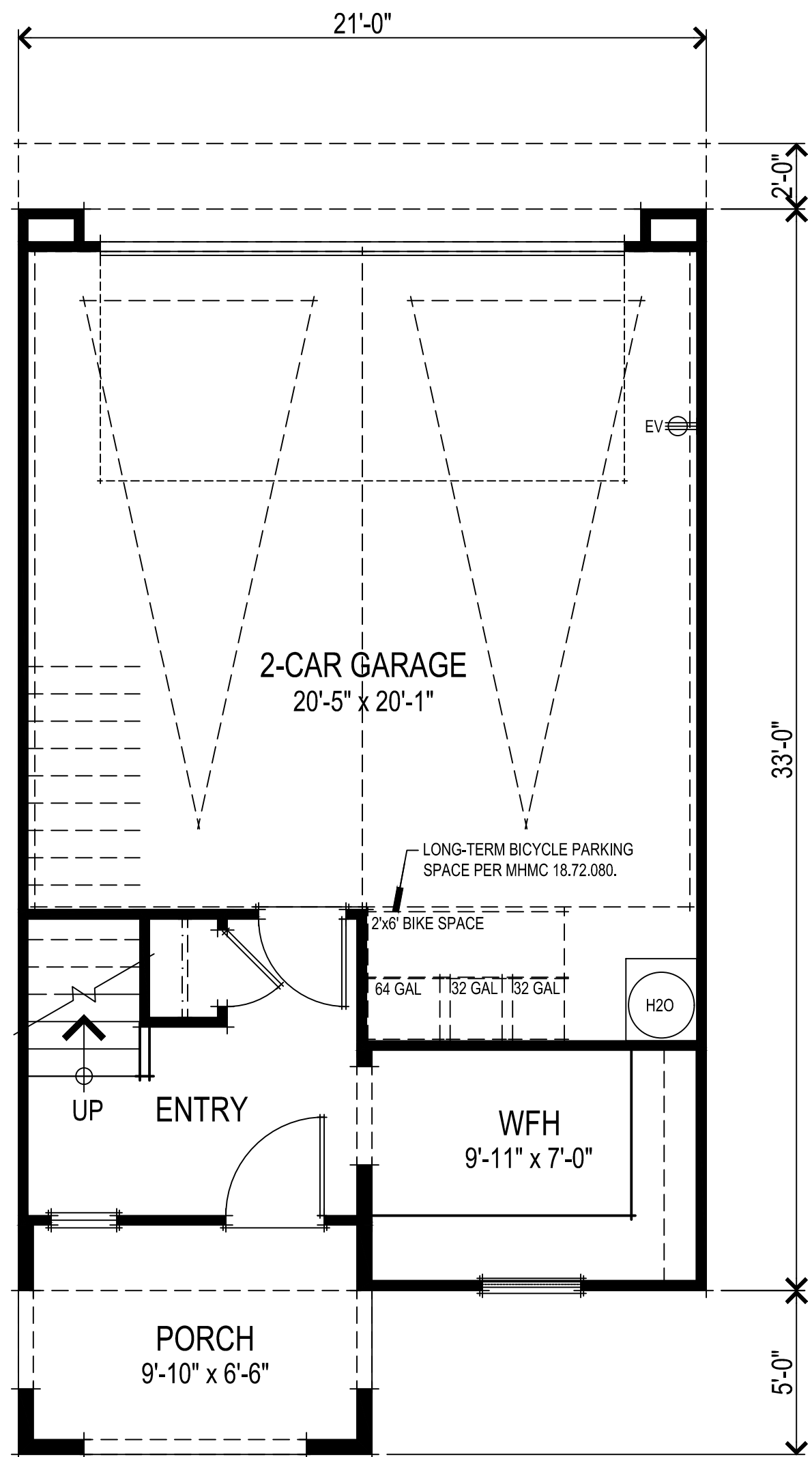




THIRD FLOOR PLAN

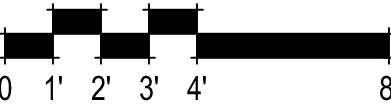


SECOND FLOOR PLAN



FIRST FLOOR PLAN

UNIT 2 SQUARE FOOTAGES	
FIRST FLOOR	183 SQ. FT.
SECOND FLOOR	738 SQ. FT.
THIRD FLOOR	677 SQ. FT.
TOTAL LIVING	1598 SQ. FT.
2-CAR GARAGE	471 SQ. FT.



UNIT 2 FLOOR PLANS
A002

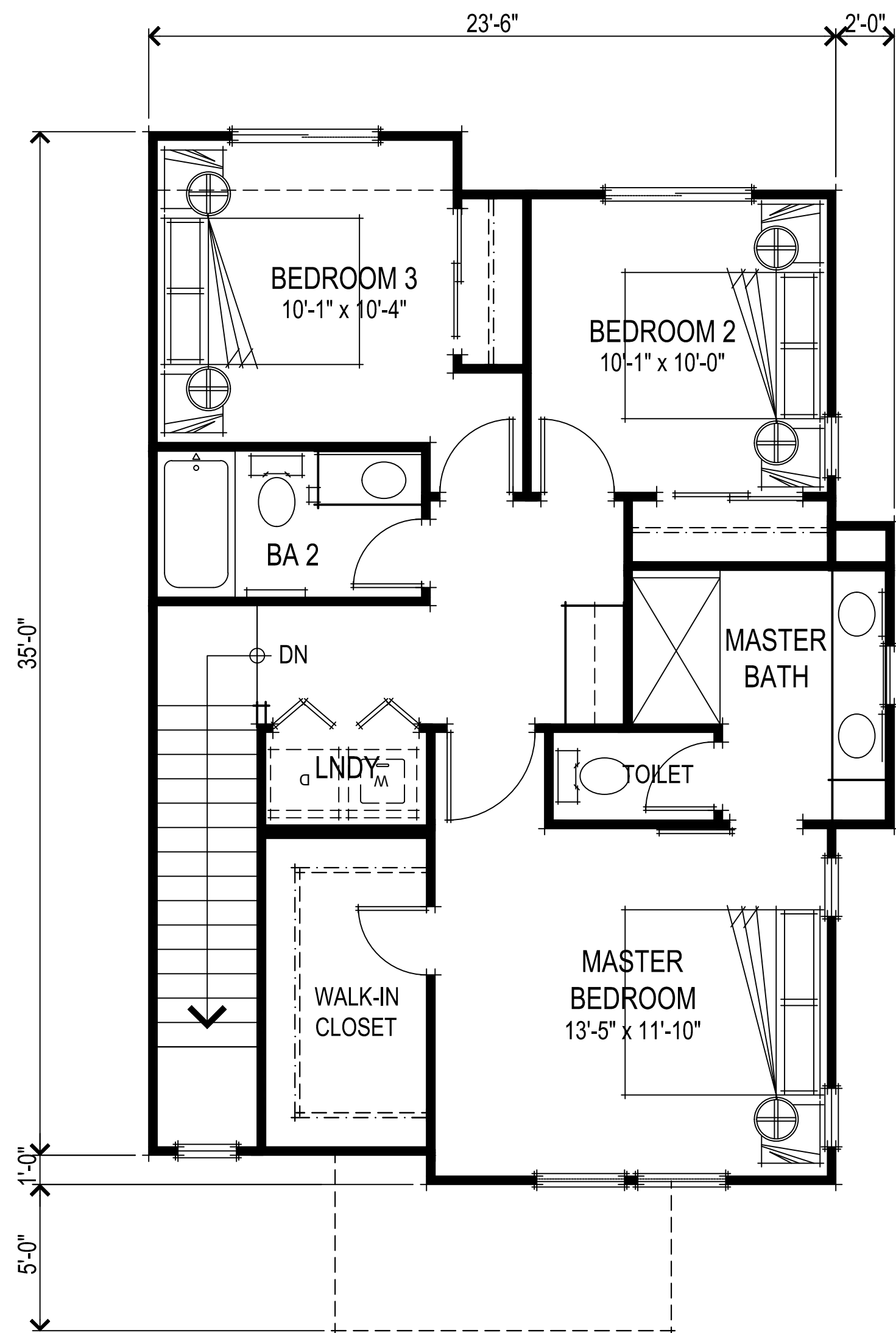
307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

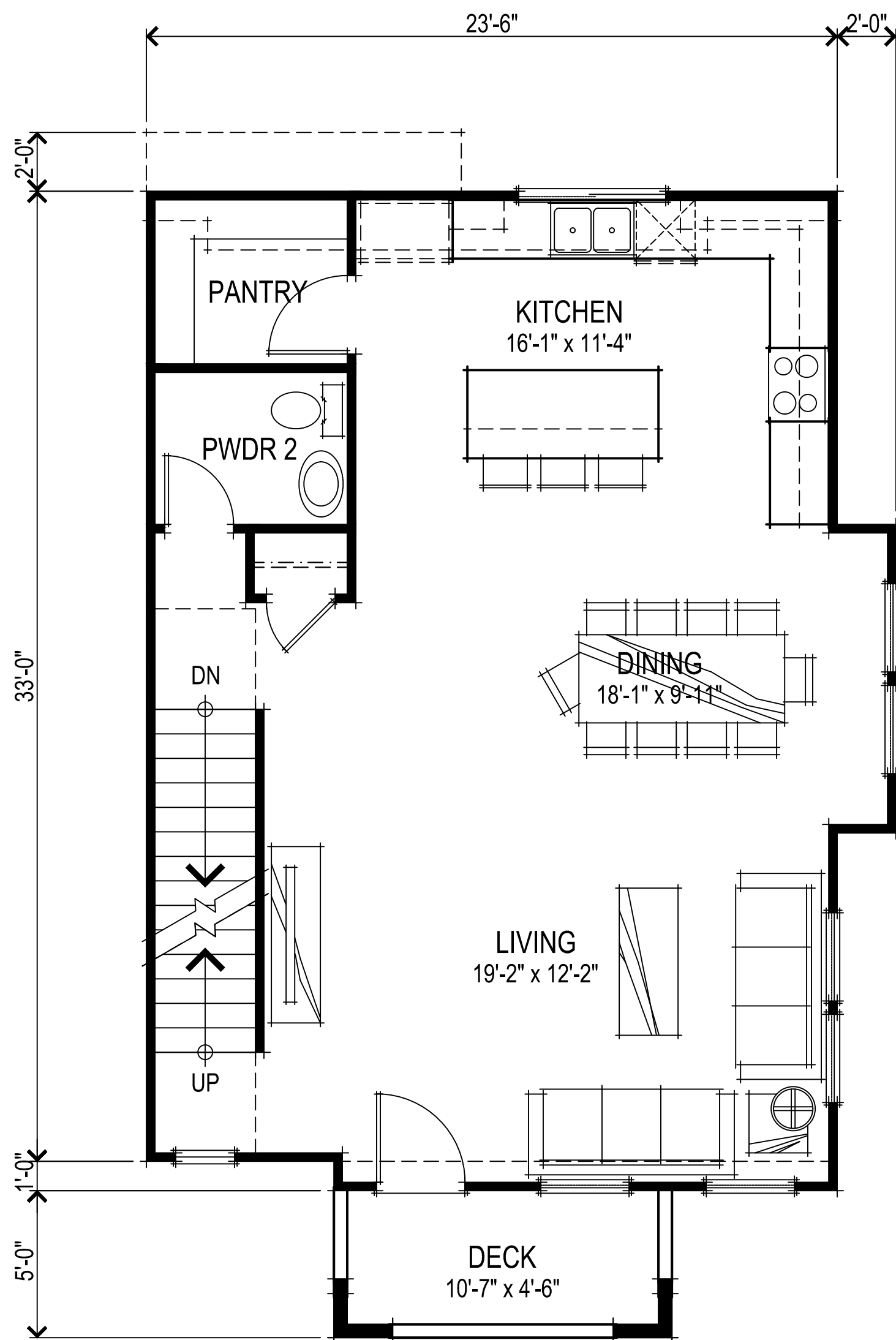
ROW TOWNHOMES

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

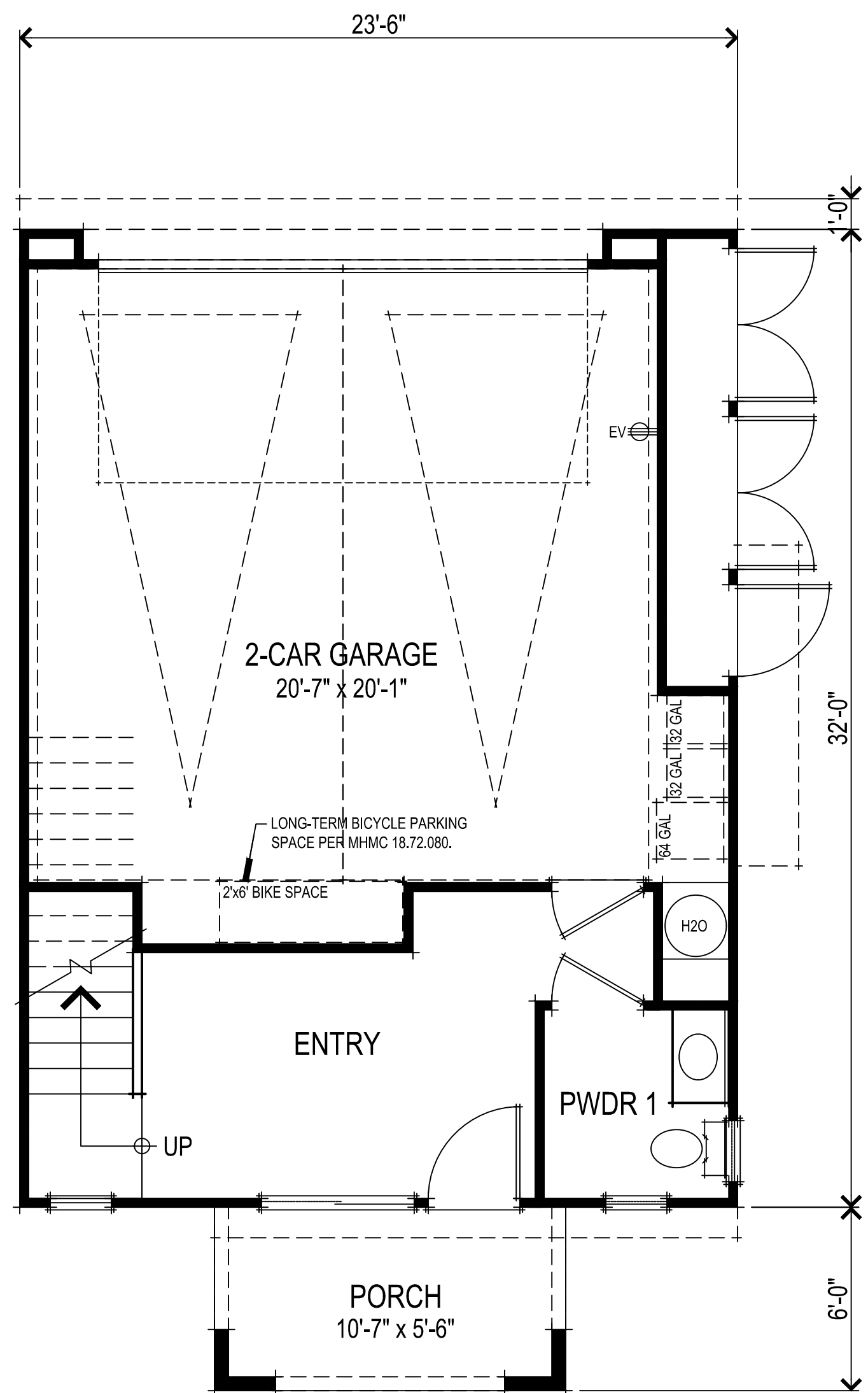




THIRD FLOOR PLAN

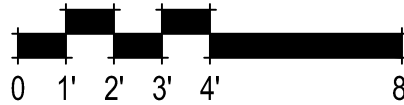


SECOND FLOOR PLAN



FIRST FLOOR PLAN

UNIT 3 SQUARE FOOTAGES	
FIRST FLOOR	223 SQ. FT.
SECOND FLOOR	815 SQ. FT.
THIRD FLOOR	763 SQ. FT.
TOTAL LIVING	1801 SQ. FT.
2-CAR GARAGE	474 SQ. FT.



UNIT 3 FLOOR PLANS
A003

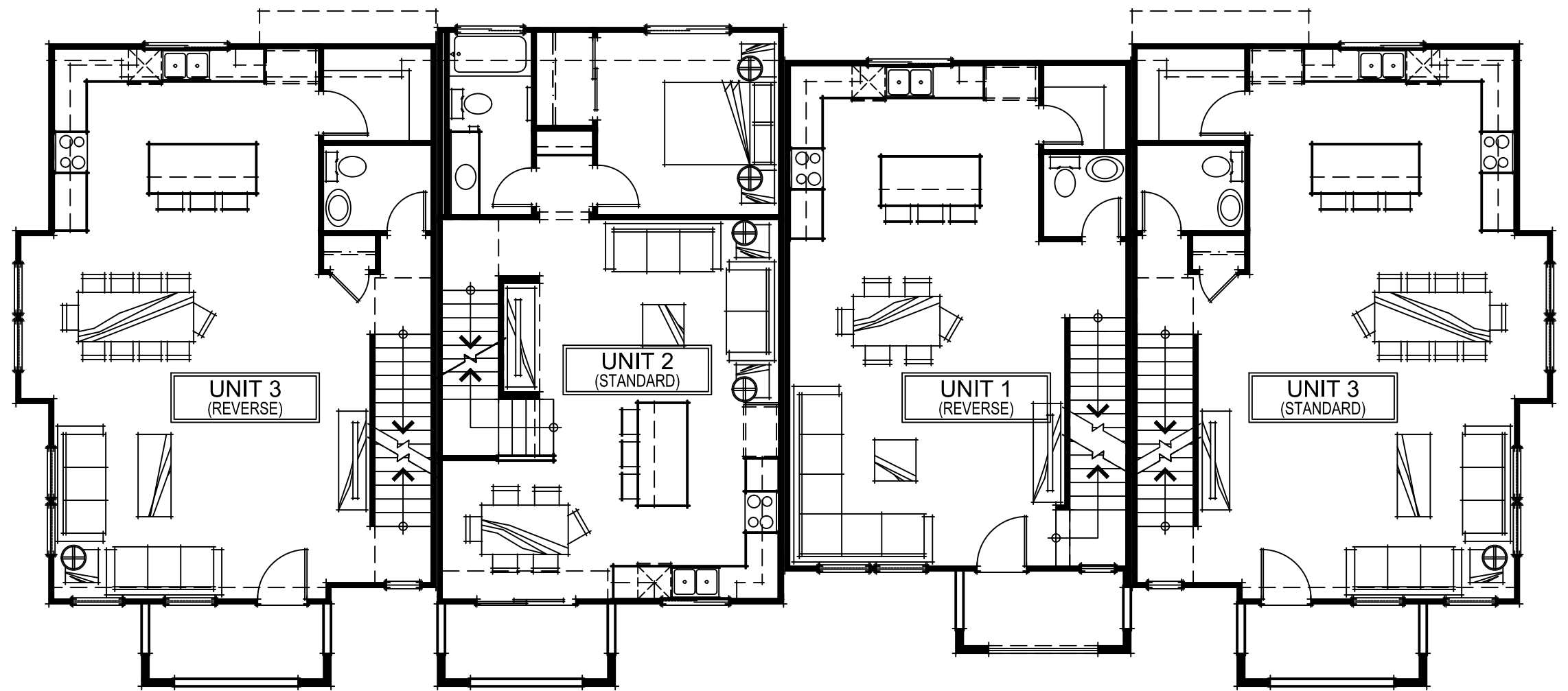
307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

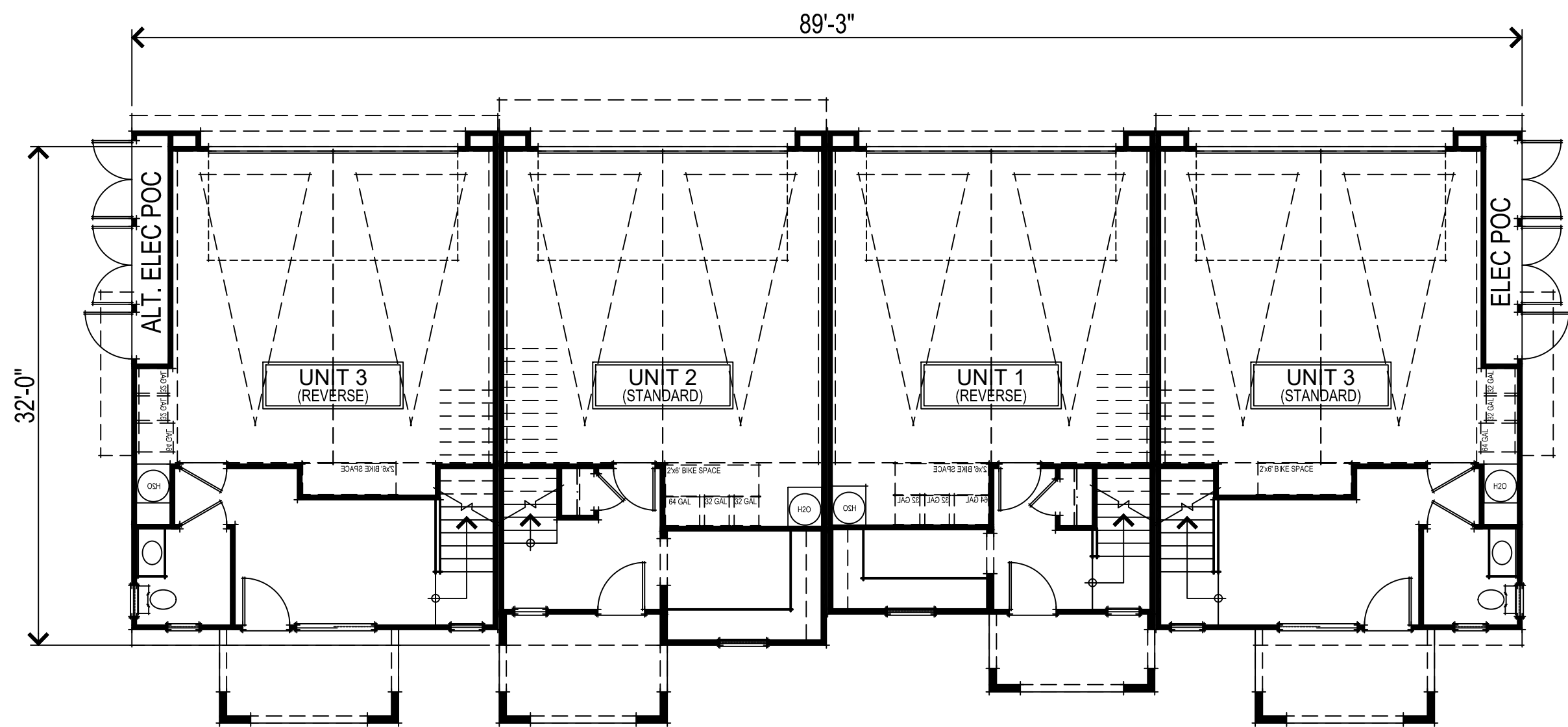
ROW TOWNHOMES

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

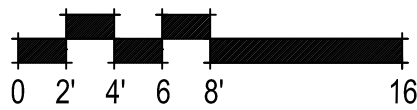




SECOND FLOOR PLAN



FIRST FLOOR PLAN



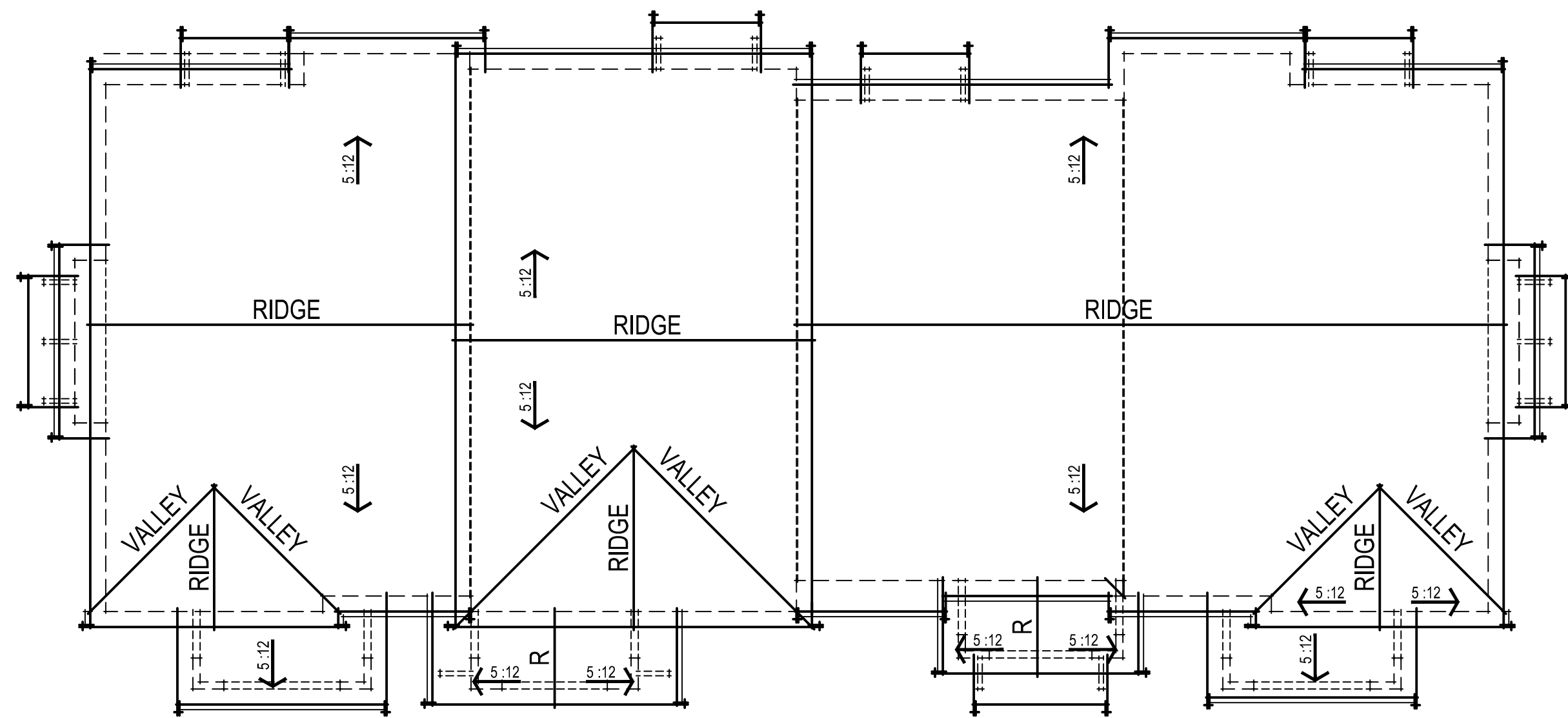
307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

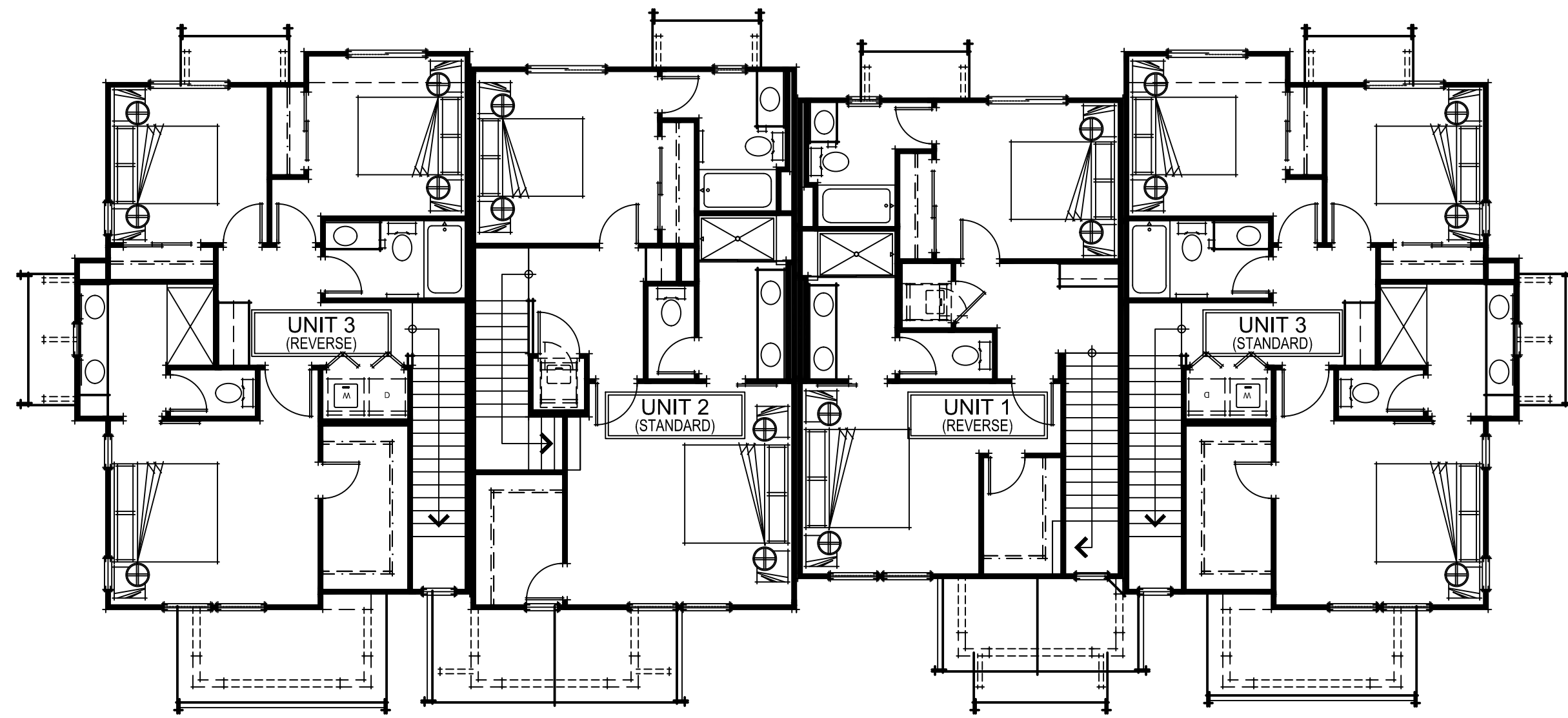
4 UNIT BLDG FIRST & SECOND FLOOR PLANS
A004

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

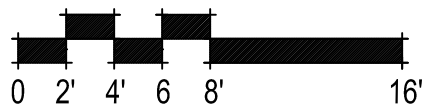




ROOF PLAN



THIRD FLOOR PLAN



4 UNIT BLDG THIRD FLOOR & ROOF PLANS
A005

307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com





REAR ELEVATION



LEFT ELEVATION



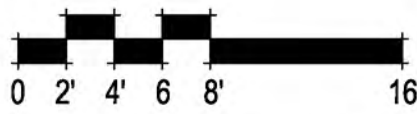
RIGHT ELEVATION



FRONT ELEVATION
COLOR SCHEME 1

MATERIAL CHANGE @
1ST FLOOR PER
CHECKLIST # 41 (83%)

40'-0"
45' MAX PER MPMC
18.22.040 TABLE 18.22-2
FOOTNOTE 3



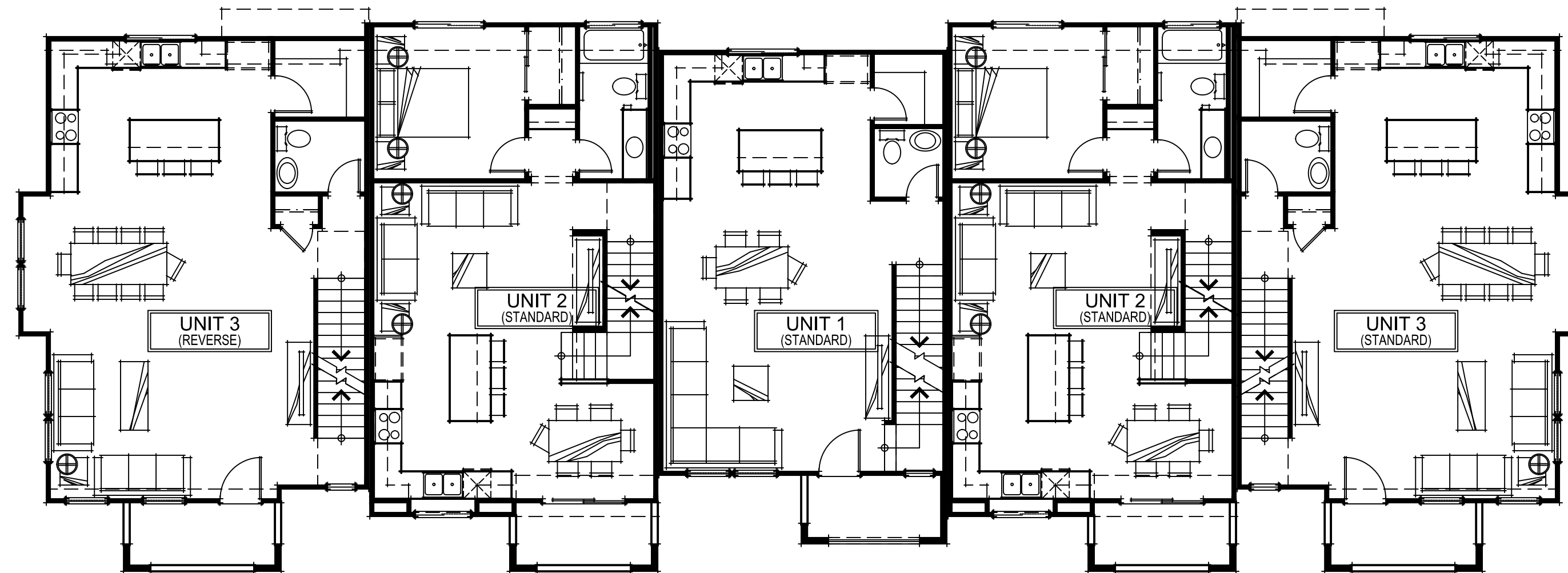
4 UNIT BLDG ELEVATIONS
A006

307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

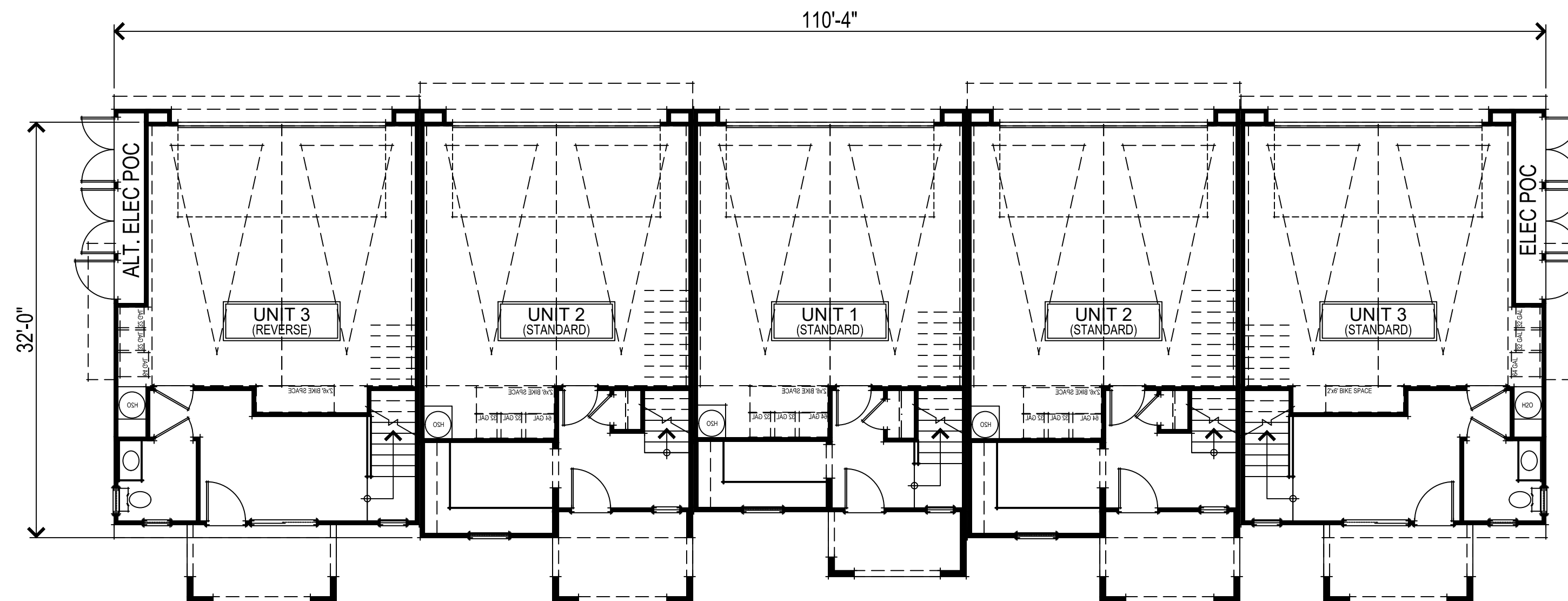
DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

SDG Architects, Inc.
3361 Walnut Blvd, Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com





SECOND FLOOR PLAN



FIRST FLOOR PLAN

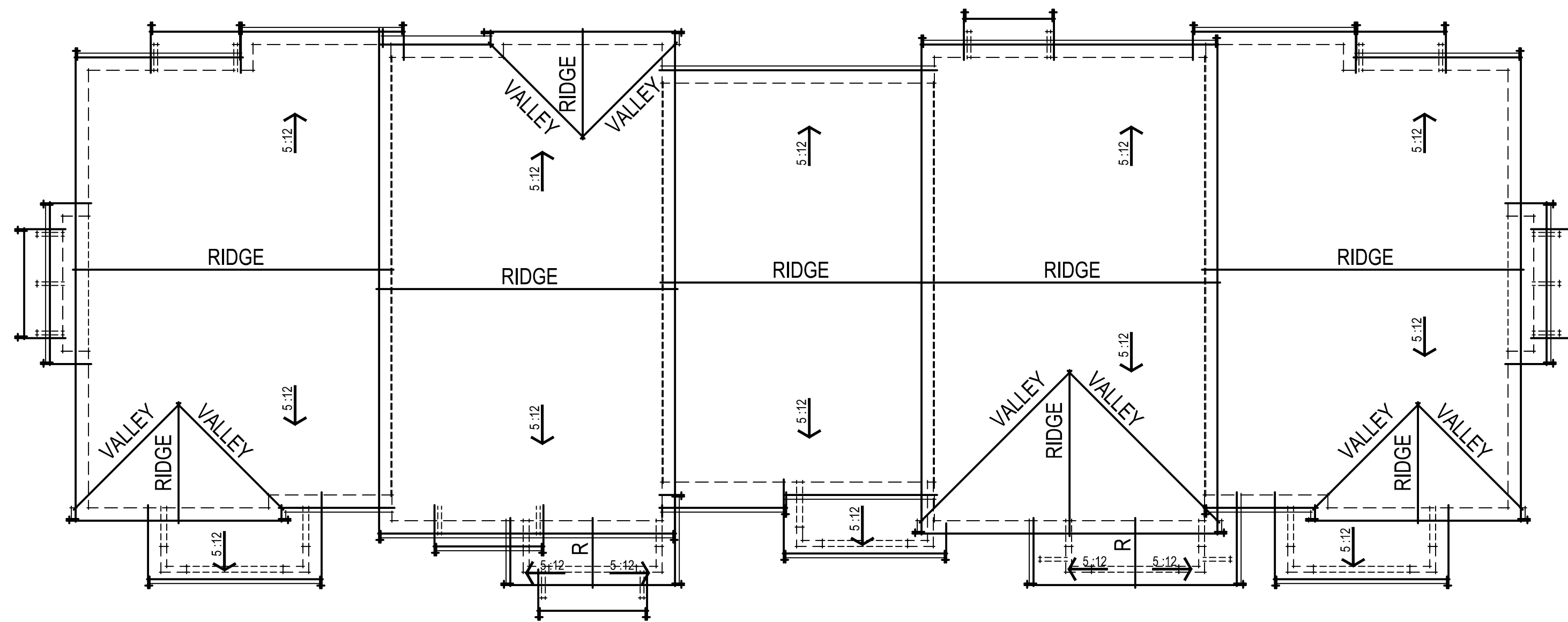
307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

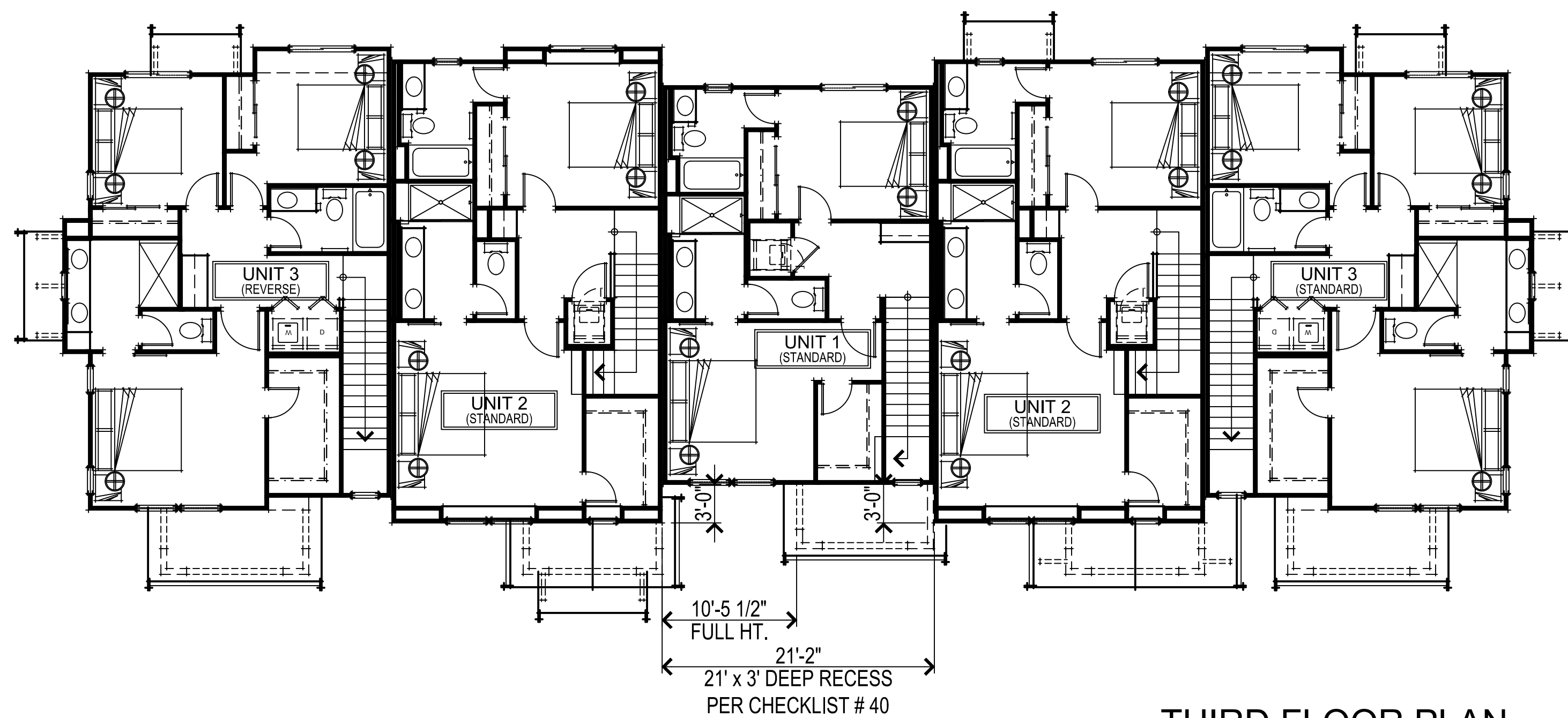
5 UNIT BLDG FIRST & SECOND FLOOR PLANS
A007

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

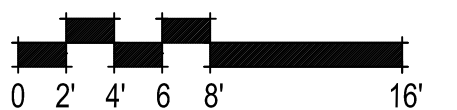




ROOF PLAN



THIRD FLOOR PLAN



5 UNIT BLDG THIRD FLOOR & ROOF PLANS
A008

307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

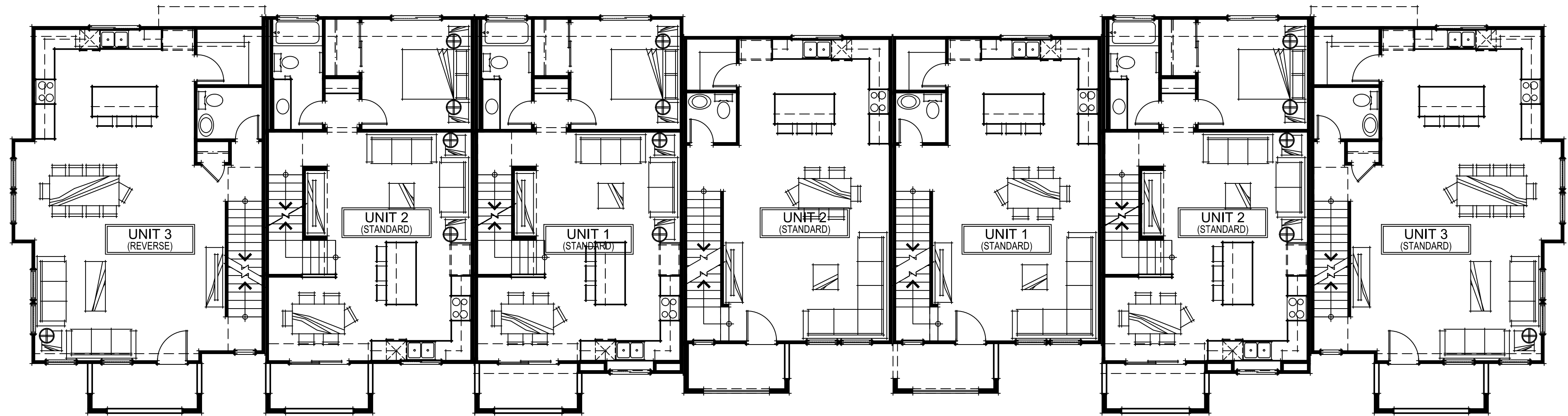
DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

0' 2' 4' 6' 8' 16'

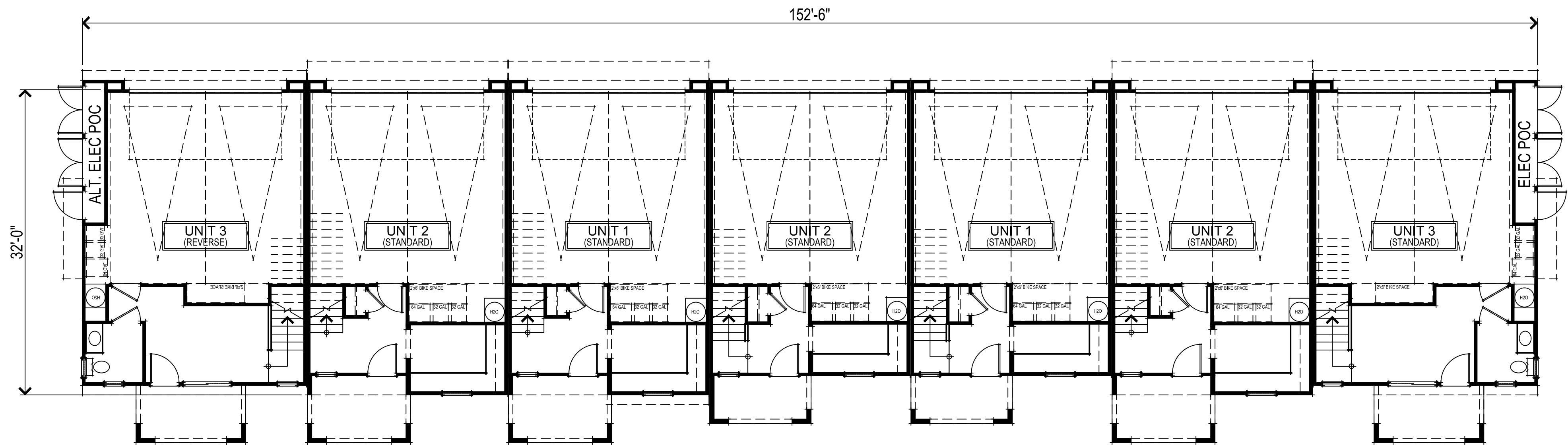
5 UNIT BLDG ELEVATIONS
A009

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

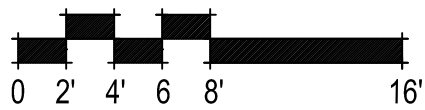




SECOND FLOOR PLAN

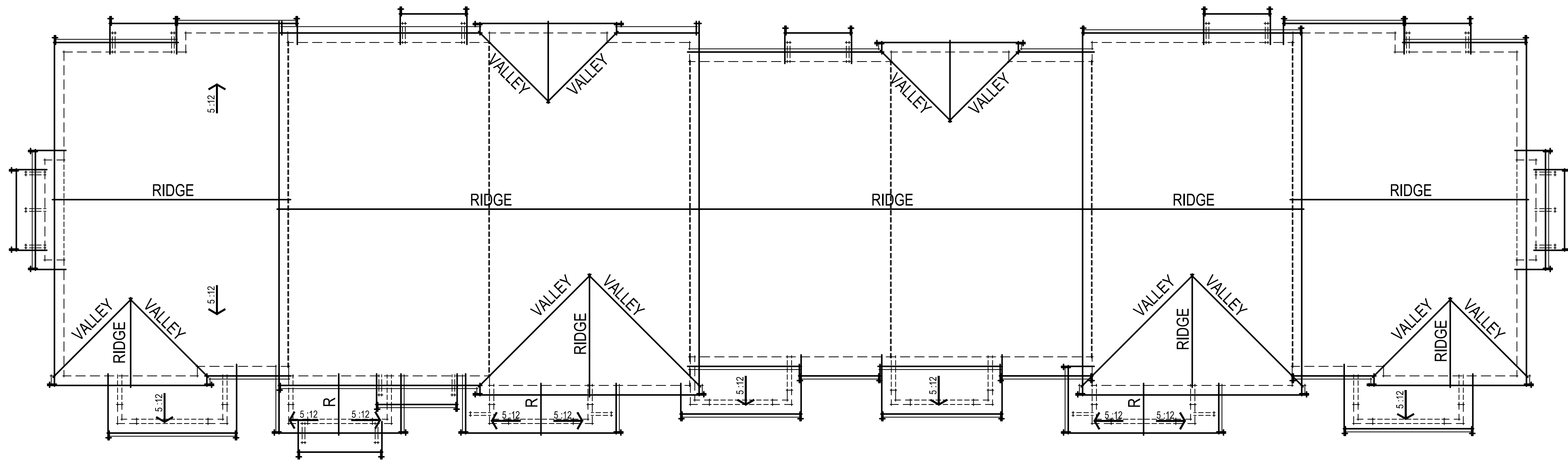


FIRST FLOOR PLAN

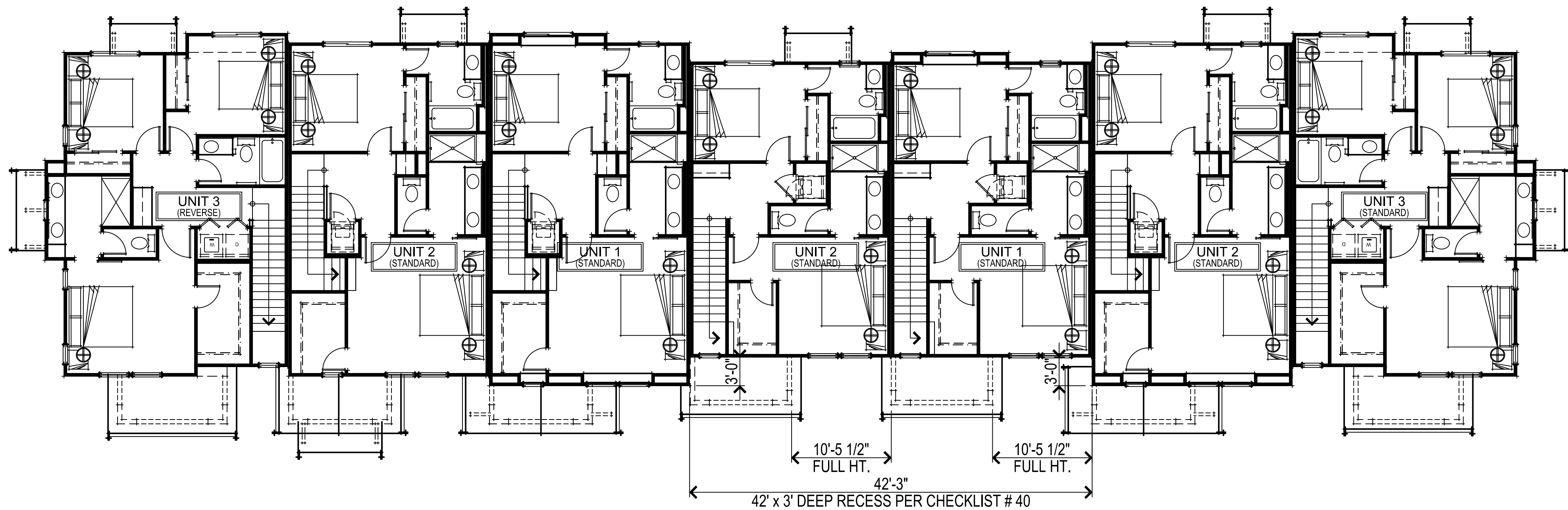


7 UNIT BLDG FIRST & SECOND FLOOR PLANS
A010

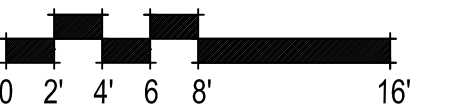
307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021



ROOF PLAN



THIRD PLAN



7 UNIT BLDG THIRD FLOOR & ROOF PLANS

A011

307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

SDG Architects, Inc.
3361 Walnut Blvd, Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com





REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



FRONT ELEVATION
COLOR SCHEME 2



7 UNIT BLDG ELEVATIONS
A012

307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

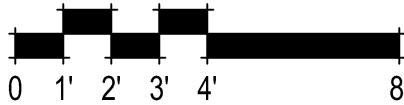
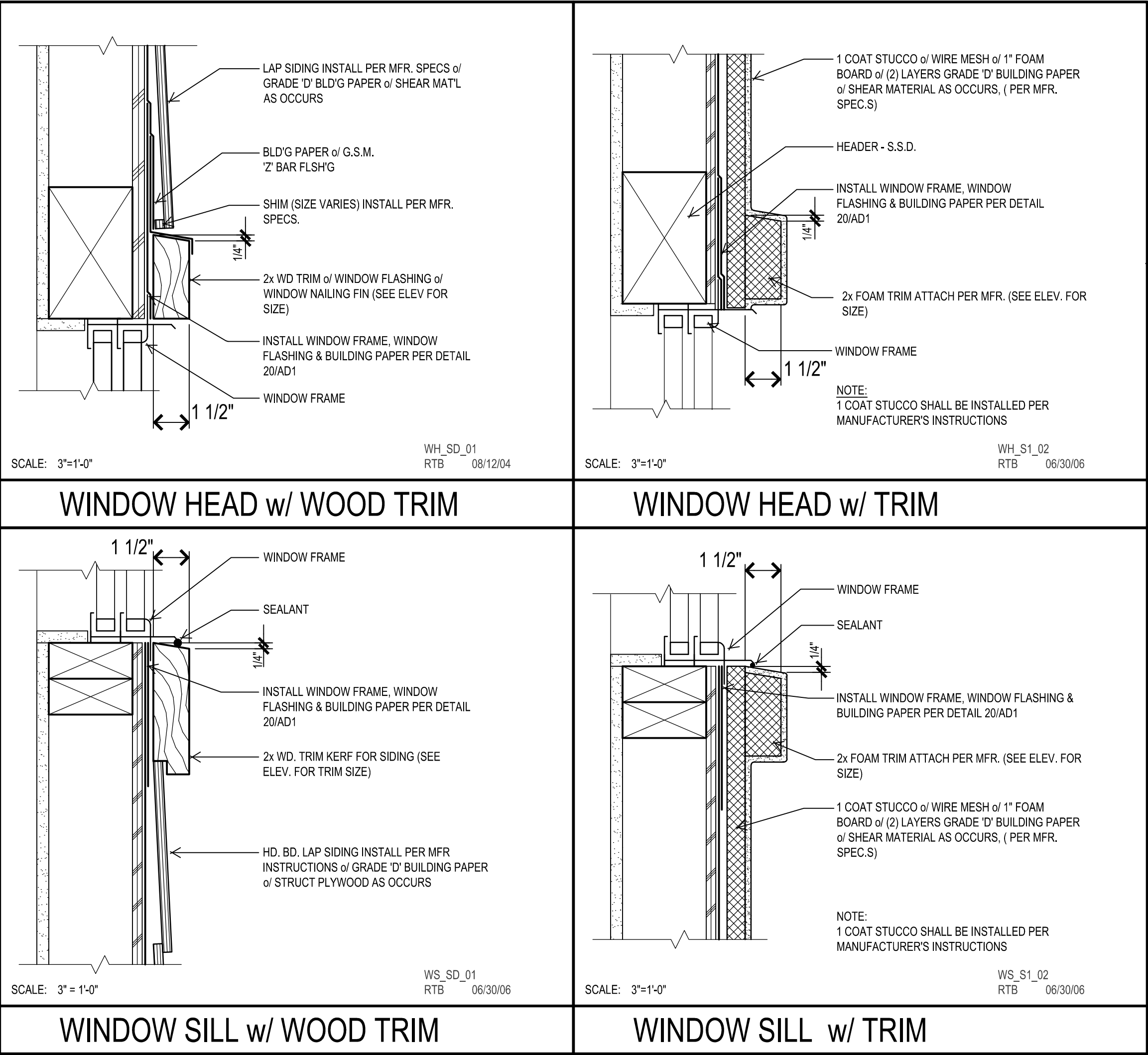
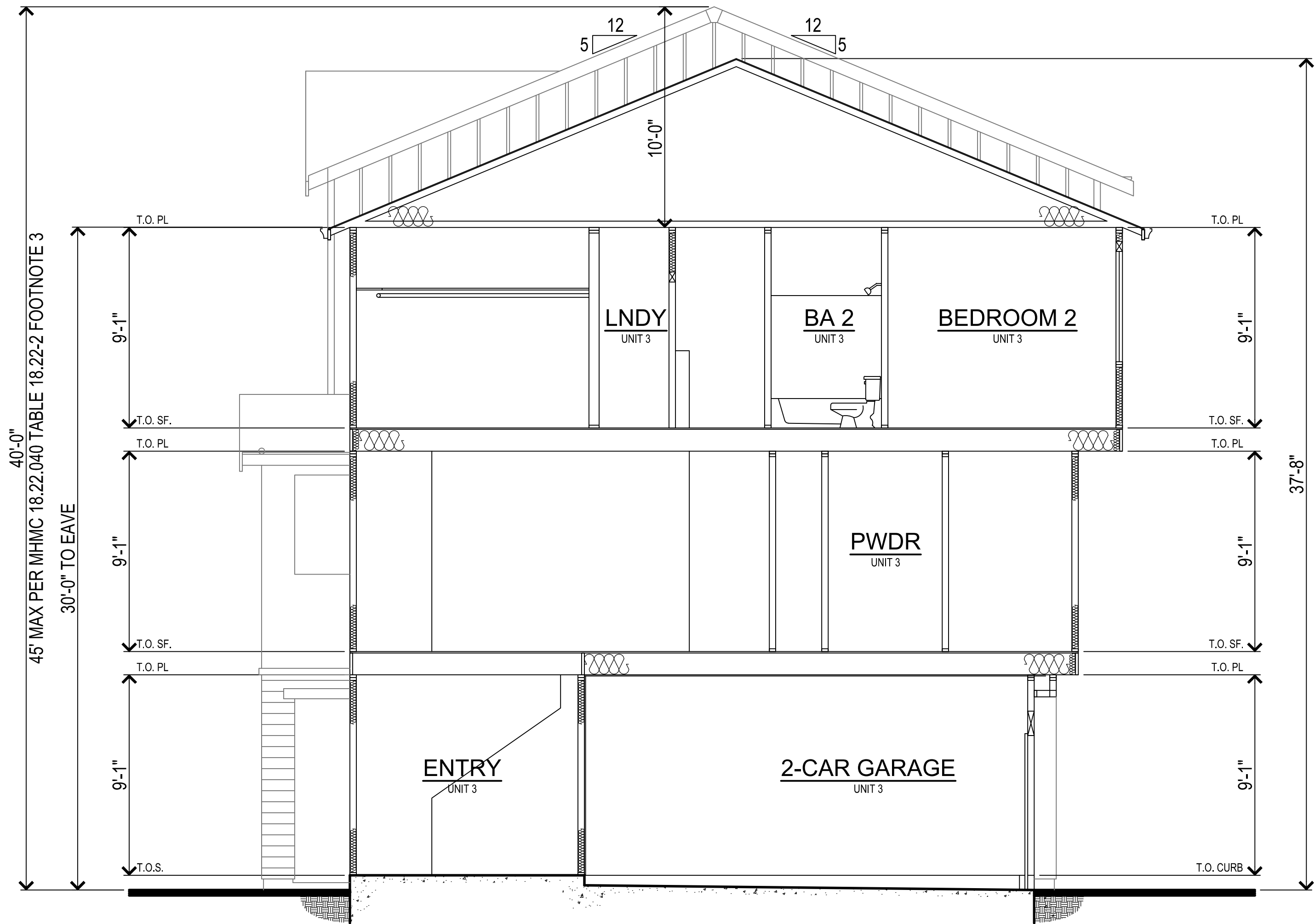
DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



307.076 Monterey Hwy
Morgan Hill, CA
December 3, 2021

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110



TYPICAL ROW TOWNHOMES BUILDING SECTION
A013

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



SCHEME 1



Roofing
CertainTeed - Weathered Wood



Stucco
KM 5819 Ratunda White



Board & Batten
23 Swiss Coffee



Horizontal Siding
KM 5825 Not My Fault



Trim / Fascia
23 Swiss Coffee



Entry Door
KMA89 Black Oak



Seagull Lighting
Fredericksburg



WSR LED
Architectural Wall Sconce

Note: All colors and textures are representative samples only, pending verification of actual material suppliers and manufacturers for this particular project.

SCHEME 2



Roofing
CertainTeed - Weathered Wood



Stucco
KM 5819 Ratunda White



Board & Batten
KM 5820 Aluminum Sky



Horizontal Siding
KM 5756 Sunset Meadow



Trim / Fascia
46 Acoustic White



Entry Door
KM 5818 Kettleman



Seagull Lighting
Fredericksburg



WSR LED
Architectural Wall Sconce

SCHEME 3



Roofing
CertainTeed - Weathered Wood



Stucco
KM 5819 Ratunda White



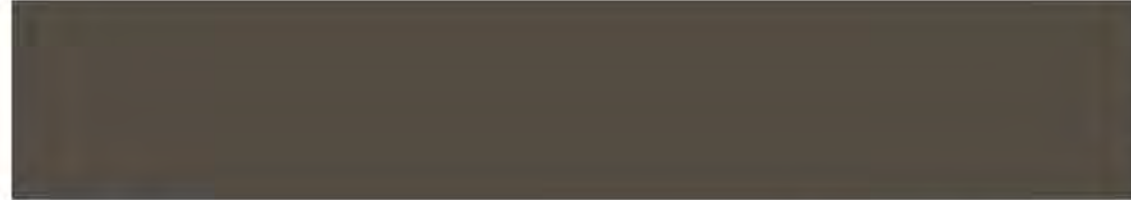
Board & Batten
KMA 45 Red Velvet



Horizontal Siding
KM 4930 Young Colt



Trim / Fascia
KM 5825 Not My Fault



Entry Door
KMA 72 Barnwood



Seagull Lighting
Fredericksburg



WSR LED
Architectural Wall Sconce

Requested Concession and Waiver of Standards for Monterey Road Townhomes (19380 Monterey Road)

The proposed new 93-townhome community at 19380 Monterey Road is exercising one concession and one waiver for relief from development standards. The concession is for relief from the Floor Area Ratio (FAR) and the waiver for the type and amount of parking for residents.

1) FAR Concession

Government Code Sections 65915-65918 state that the applicant shall be granted a density bonus and other “incentives or concessions” if at least 10% of the housing units in a for-sale common interest development are reserved for persons and families of moderate income. [see Govt Code Section 65915 (b) (1) (D)]

DHI is proposing that 15% of the units will be restricted for sale to qualified buyers with moderate- and median-incomes; the median income range is actually *lower* than the moderate income range. Therefore, the project qualifies for one concession. DHI is opting to exercise its one concession to apply to the FAR component in the MU-Flex zoning district to allow for the proposed 0.98 FAR instead of the required 0.50 FAR.

AB 2345 further reinforces the applicant’s ability to achieve “... a density bonus and other incentives or concessions ... if the developer agrees to construct a specified percentage of units for ... moderate income households...” It reinforces that one incentive or concession shall be received for projects that include 10 percent of its units (to be reserved) for persons and families of moderate income in a common interest development.

2) Parking Waiver

SB 1818 Section 65915 (p)(1) (A&B) allows for a reduction in parking standards with the provision of below market-rate housing. DHI is proposing to provide 14 homes at a below-market rate: seven homes at a median-income level and seven homes at a moderate income level.

City standards for this community of 2- and 3- bedroom homes require a total of 93 covered parking and 129 uncovered parking spaces for resident parking, and 31 uncovered spaces for guest parking, for a total of 252 parking spaces.

DHI is proposing 186 covered parking spaces (garage spaces) for residents, and 39 uncovered parking spaces for guests, for a total of 225 parking spaces.

The State ratio for 2- and 3-bedroom units is 2 spaces per unit, which yields 186 parking spaces, the exact number of resident spaces proposed.

DHI is requesting a waiver for the amount of uncovered resident parking required, and instead utilizing covered parking at a ratio of 2 spaces per one unit. Adding uncovered surface parking stalls would require:

- a reduction in the amount of common open space;
- a reduction in the amount of landscaped area;
- an increase in impermeable surfaces; *and/or*

- a reduction in the overall number of units ; *and /or*
- a reduction of the number of two- and 3-bedroom units.

The reduction of common open space and landscaping would reduce the quality of life of the residents and the overall aesthetics of the community due to the increase in paving. The increase in impermeable surfaces is environmentally detrimental, with the necessity of collecting and treating more storm water run-off. Adding 129 uncovered parking spaces increases the amount of paved area by nearly 21,000 square feet (9' x 18' parking stalls), which is nearly half an acre and one-tenth of the entire site area.

Other options to meet the required uncovered parking amounts would be to reduce the overall number of homes, thereby reducing the amount of parking needed, or reduce the size of the units to just studio or one-bedroom units, which are assigned a lower uncovered parking ratio.

Reducing the number of units or the size of units changes the financial feasibility of the project. Smaller units (studio or 1 bedrooms) will command a lower price and also do not address the need for attainable housing for families.

In addition, providing attached, secured, covered parking with each unit and for all residents is far more desirable for and beneficial to residents. Garage parking ensures that residents will always have parking, since it is not possible to ensure that uncovered parking spaces will always be available to residents, rather than guests. As noted in the FAR discussion above, providing attached covered parking also reduces the overall building footprint to well below the 50% allowed, and is a far more efficient use of the available land area.

From: Christina Turner

To: Michelle Bigelow; Angie Gonzalez

Subject: February 16, 2022 City Council Meeting Questions
Supplement for Item #4 – Density Bonus Concession for Denova Homes

Date: Tuesday, February 15, 2022

Staff Report: Requested Concession and Waiver of Standards for Monterey Road Townhomes (19380 Monterey Road) - Parking Waiver

Questions: Could the City require less units to make up for the potential parking impact?

Response: Parking waivers are considered separate from the requests for the concession and Density Bonus Law allows a qualifying Applicant to request multiple waivers. Waivers are automatic and do not require City approval.

Government Code Section 65915(e) provides that the City cannot apply any development standard that will have the effect of reducing the project density. "Development standard' includes a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, policy, resolution, or regulation." (Govt. Code 65915(o)(1))

Density Bonus Law also does not allow a City to tie approval of a concession to any other waiver request. (Govt. Code 65915(e)(2)). The Applicant is requesting a waiver of the City's parking standards based upon Govt. Code 65915 (p)(1):

Parking Summary				
	Number of Units	City Parking Requirements	Density Bonus	Parking Provided
Studio/1 bedroom	0	0	0	0
Two Bedroom	22	22 (1 covered p/u) 22 (1 uncovered p/u)	33 (1.5 spaces p/u)	44
Three Bedroom	71	71 (1 covered p/u) 106.5 (1.5 uncovered p/u)	106.5 (1.5 spaces p/u)	142
Guest	N/A	31 (1 per 3 units)	0	0
Totals	93	93 covered 129 uncovered 31 guest	140 spaces	186 covered 39 uncovered

The project exceeds the parking requirements based upon density bonus law. Guest parking is not required under Density Bonus Law.

Staff Report: Primary access to the new community will be provided from Monterey Road essentially at the current entry to Family RV.

Question: Is the only entry/exit to this location on Monterey Road?

Response: There will be one ingress/egress access point from Monterey Road to the project site via a private drive (Street A). This is the only ingress/egress access point.

Staff Report: An EVA is proposed from Monterey Road near the southern property line.

Question: What is an EVA?

Response: The Emergency Vehicle Access (EVA) is to be used to provide access and egress in case of fire or for other emergency services. The EVA would also be used for residents to evacuate in the case of an emergency. This is not for general purpose access or circulation.

Staff Report: Adding additional uncovered spaces would require a significant reduction in the number of units.

Question: What are the exact reduction numbers in overall number of units; and/or number of two- and 3-bedroom units?

Response: Reduction of units to comply with City parking standards (no waiver):

Each 3-story unit has a 2-car garage on the ground – or surface – level. Therefore, DeNova has calculated that they would achieve approximately 2 *additional* surface parking spaces for every unit eliminated. Currently, there are 38 surface-parking stalls which counts towards guest and resident uncovered parking.

To meet the City's parking requirements, DeNova has estimated that they would need to reduce the number of 2-bedroom units from 22 to 16 and the number of 3-bedroom units from 77 to 48. That is a reduction of 37 units – nearly a 40% reduction. They would continue to provide 2-covered garage spaces for each unit, utilizing the same building designs. This is a rough calculation, based upon maintaining the same building types, etc., and not accounting for additional area "freed-up" by removing buildings.

The following shows the detail calculations:

		City Required				
		covered		uncovered		Totals
	Unit Count	ratio	#	ratio	#	
2 bedroom	16	1	16	1	16	
3 bedroom	48	1	48	1.5	72	
Resident total			64		88	152
Guest	64			0.33	21	21
total uncovered reqd					109	
original uncovered provided					39	
uncoverd parking stalls gained					70	
Total all spaces						173
	Unit reduction	pkg spots gained				
2 bdrm	6	12				
3 bdrm	29	58				
		70				

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Michelle Bigelow, Deputy City Clerk

APPROVED BY: City Manager

APPROVE THE DECEMBER 1, 2021, DECEMBER 15, 2021, AND JANUARY 19, 2022 CITY COUNCIL MEETING MINUTES

RECOMMENDATION(S)

Approve the December 1, 2021, December 15, 2021, and January 19, 2022 City Council Meeting Minutes.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

REPORT NARRATIVE:

COMMUNITY ENGAGEMENT:

ALTERNATIVE ACTIONS:

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

FISCAL AND RESOURCE IMPACT:

CEQA (California Environmental Quality Act):



Meeting Minutes

City Council

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

Wednesday, December 1, 2021 6:00 PM

Virtual Meeting

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

CLOSED SESSIONS ARE NOT OPEN TO THE PUBLIC. YOU MAY JOIN THE MEETING AT 6:00 P.M. TO SUBMIT PUBLIC COMMENT FOR CLOSED SESSION ITEMS THEN EXIT AND REJOIN THE REGULAR MEETING AT 7:00 P.M.

CALL TO ORDER

Mayor Constantine

The special/regular meeting was called to order at 6:01 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow

City Clerk Michelle Bigelow called the roll.

PRESENT	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
ABSENT	None

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2 - City Clerk Michelle Bigelow
City Clerk Michelle Bigelow declared the posting of the agenda.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session items.

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 6:02 p.m. There being no requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 6:02 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Authority: Government Code 54957(b)(1) Title: City Manager

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Authority: Government Code 54957(b)(1) Title: City Attorney

REGULAR MEETING

7:00 P.M.

The regular meeting convened at 7:31 p.m.

Mayor Constantine announced that there was no reportable action from closed session.

CITY COUNCIL REPORTS

Council Member Borgioli

Council Member Borgioli reported that this past Sunday he participated in a Hannukah candle-lighting ceremony at the Community and Cultural Center. All City Council members, the City Manager and the Mayor were there. The City Manager gave a phenomenal couple-minute talk about how we all come together as a community. It was given by Rabbi Mendel and the organization was phenomenal. He did not know exactly how many people were there, but it was about 300. He enjoyed the whole ceremony.

CITY MANAGER'S REPORT

City Manager Christina Turner

City Manager Christina Turner shared a brief update on the Magical Bridge, Hale Avenue Extension, West Little Llagas Creek Trail Extension, and the Upper Llagas Flood Control Projects. She shared that on December 9, 2021, we will hold a Town Hall on Climate Action. She invited the community to the Holiday Lights and Tree Lighting event on Saturday, December 4th. She shared a brief update on the City's Regional Housing Needs Allocation. She announced that the Monterey Road Lane Reduction and Beautification Project will come back to the Council on January 19, 2022. Lastly, we held a Spanish-language Homebuyers/Renters Orientation. The PowerPoint was translated into Spanish and is available on the House Keys website.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

None.

OTHER REPORTS

None.

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)

Public comment opened at 7:38 p.m. There being no requests to speak, public comment closed.

Public Comment Supplement 1

ADOPTION OF AGENDA

MOTION:

Adopting the agenda posted.

RESULT:	Passed
----------------	--------

MOVER:	Rene Spring
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

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

Public comment opened at 7:41 p.m.

Joe Baranowski was called to speak.

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

MOTION:

Approving consent calendar items 1 through 3 and 6.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

1. ACCEPT SANITARY SEWER LIFT STATIONS J AND W REHABILITATION PROJECT

Recommendation:

1. Accept as complete, the Sanitary Sewer Lift Stations "J" and "W" Rehabilitation Project, in the final amount of \$1,250,014;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

2. **ADOPT ORDINANCE 2325, NEW SERIES, UPDATING CHAPTER 13.28 (SOLID WASTE COLLECTION AND DISPOSAL) OF TITLE 13 (PUBLIC SERVICES) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL TO IMPLEMENT THE REQUIREMENTS OF SB 1383**

Recommendation:

Waive the reading, adopt Ordinance No. 2325, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

3. **ADOPT RESOLUTION DETERMINING THAT CONDUCTION OF IN-PERSON MEETINGS WOULD PRESENT A PUBLIC HEALTH RISK AND CONTINUING TELECONFERENCE MEETINGS**

Recommendation:

Adopt resolution to continue holding City Council and commission meetings by teleconference.

6. **CONTINUE PUBLIC HEARING TO AWARD CENTENNIAL RECREATION CENTER ENERGY SERVICES AGREEMENT**

Recommendation:

Continue Public Hearing to December 15th.

ITEMS PULLED FOR DISCUSSION

4. **APPROVE FINAL MAP FOR THE LUMBER YARD - TRACT NO. 10541 (DEPOT STREET AND EAST DUNNE AVENUE) AND RELATED SUBDIVISION IMPROVEMENTS AGREEMENT**

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with The Latala Group, LLC (Developer), Robert V. Hammond and Linda Hammond, Trustees of the Robert V. Hammond and Linda Hammond Revocable Trust dated May 28, 1991, Robert V. Hammond, Jr., and Robert M. Taurig (Owner/Subdivider); and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

Item pulled for discussion.

Public comment opened at 7:53 p.m. There being no requests to speak, public

comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	John McKay
SECONDER:	Gino Borgioli
AYES:	Rich Constantine, Gino Borgioli, John McKay
NAYS:	Rene Spring, Yvonne Martinez Beltran
ABSTAIN:	None
ABSENT:	None

5. **AUTHORIZE THE CITY MANAGER TO EXECUTE AND ADMINISTER AN AGREEMENT WITH JEFF KATZ ARCHITECTURE FOR THE DESIGN OF BUTTERFIELD FIRE STATION**

Recommendation:

Authorize the City Manager to enter into an agreement with Jeff Katz Architecture for the design of the Butterfield Fire Station for \$893,200.

Item pulled for discussion.

Public comment 7:57 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The meeting recessed at 7:59 p.m. and reconvened at 8:10 p.m.

OTHER BUSINESS

7. **RECEIVE POLICE DEPARTMENT UPDATE 2021**

Recommendation:

Receive 2021 Police Update; and response to 2021 California legislative law enforcement bills.

Estimated Time: 60 Minutes

Police Chief Shane Palsgrove, along with Police Captains Ray Ramos and Mario Ramirez, Emergency Operations Coordinator Jennifer Ponce, and Police Support Services Manager Sarah Tada provided the report and presentation.

Public comment opened at 9:13 p.m. The following people were called to speak:

Joe Baranowski

Nick Gaich

Sally Casas

Armando Benavides

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

Report received. No Action Taken.

8. **INTRODUCE ORDINANCE AMENDING THE INCLUSIONARY HOUSING ORDINANCE TO INCREASE THE USE OF HOUSING IN LIEU FEES AND REPEALING DUPLICATIVE AFFORDABLE HOUSING PROVISIONS IN CHAPTER 18.48 OF THE ZONING CODE**

Recommendation:

1. Open/close public hearing;
2. Waive the first and second reading of the Ordinance; and
3. Introduce Ordinance, Amendments to Chapter 14.04 (Housing) and Section 14.08.020 (Fee Established) and repealing Chapter 18.48 (Affordable Housing).

Estimated Time: 45 Minutes

Housing Director Rebecca Garcia, along with Julius Nyanda with Housekeys and Housing Coordinator Christie Thomas, provided the report and presentation.

Public comment opened at 10:16 p.m. The following people were called to speak:

Dennis Martin

Rocke Garcia

Joe Baranowski

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

MOTION:

Waiving the first and second reading of the ordinance, directing staff to come back in the next quarter with a proposal to adjust the in-lieu fee pricing, and bring forward a timeline so that when Council is approving a project they understand how many units are going to be built vs in-lieu fees paid.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Yvonne Martinez Beltran
NAYS:	Gino Borgioli

ABSTAIN:	John McKay
ABSENT:	None

MOTION:

Introducing the ordinance.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Yvonne Martinez Beltran
NAYS:	Gino Borgioli
ABSTAIN:	John McKay
ABSENT:	None

MOTION:

Extending the meeting to 11:30 p.m.

RESULT:	Passed
MOVER:	Yvonne Martinez Beltran
SECONDER:	Rene Spring
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

9. INTRODUCE ORDINANCE AMENDING THE ZONING CODE TO ENHANCE WATER EFFICIENCY OF NEW LANDSCAPES AND MAKING MINOR CORRECTIONS TO VARIOUS PROVISIONS

Recommendation:

1. Open/close the public hearing;
2. Waive first and second reading of the Ordinance Amendment; and
3. Introduce Ordinance Amendment.

Estimated Time: 20 Minutes

Principal Planner Adam Paskowski provided the report and presentation.

Public comment opened at 11:01 p.m. There being no further requests to speak, public comment closed.

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	Passed
MOVER:	Yvonne Martinez Beltran
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Introducing the ordinance.

RESULT:	Passed
MOVER:	Yvonne Martinez Beltran
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

10. INTRODUCE ORDINANCE AMENDING THE ZONING CODE TO INCLUDE NEW REFUSE AND RECYCLING ENCLOSURE STANDARDS

Recommendation:

1. Open/close the public hearing;
2. Waive first and second reading of the Ordinance Amendment; and
3. Introduce Ordinance Amendment.

Estimated Time: 15 Minutes

Senior Planner Tiffany Brown provided the report and presentation.

Public comment opened at 11:09 p.m. There being no requests to speak, public comment closed.

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Introducing the ordinance.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

**11. APPROVE OR DENY FEE WAIVER AND FUNDING REQUEST FOR POSADA
EVENT AT COMMUNITY AND CULTURAL CENTER**

Recommendation:

City staff are not providing a recommendation on the request. The City Council may approve or deny the request.

Estimated Time: 20 Minutes

Public Services Director Chris Ghione provided the report.

Public comment opened at 11:26 p.m. The following people were called to speak:

Kathy Chavez Napoli

Lilia Gopar

Brianna Montemayor

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

MOTION:

Approving the request.

RESULT:	Passed
----------------	--------

MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Extending the meeting to 11:45 p.m.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

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.

Council Member Spring requested that staff bring forward a resolution to a proposed initiative regarding zoning.

Council Member Spring requested that staff bring forward information regarding commercial linkage fees.

Mayor Pro Tem McKay requested that staff bring back a discussion about how we use the Council's budget.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:45 p.m.

MINUTES PREPARED BY:

Michelle Bigelow, City Clerk



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, December 15, 2021, 7:00 PM

Virtual Meeting

CALL TO ORDER

Mayor Pro Tem McKay called the meeting to order at 7:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
ABSTAIN	None
ABSENT	Rich Constantine
EXCUSED	None

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

CITY COUNCIL REPORTS

Council Member Martinez Beltran serves on the board for Silicon Valley Clean Energy. She reported that we have been exceeding our clean air state requirements. Since its launch in 2017, SVCE has exceeded the renewable portfolio standard requirements of Senate Bill 100 and the 100% clean energy act of 2008 by offering at least 50% of its power from renewable sources and the remainder from carbon-free sources. The Holiday Posada is Saturday, December 18, 2021, and everyone is invited to attend.

She attended the Christmas Party for Sister Cities. They are hoping to do a Turkey trip next year.

CITY MANAGER'S REPORT

City Manager Christina Turner turned the presentation over to the Youth Action Council to present Developmental Asset #40 - Positive View of Personal Future. She concluded with a few date updates. Our next City Council meeting will be on January 19, 2022. One of the main items will be our Monterey Road Lane Reduction and Beautification Project. Our annual City Council Goal Setting Workshop will be the last weekend in January. A reminder of our City Hall annual furlough closure.

YAC Presentation- Asset # 40- Positive View of Personal Future

CITY ATTORNEY'S REPORT

None.

OTHER REPORTS

None.

PUBLIC COMMENT

Public comment opened at 7:29 p.m.
Veronica Andrade was called to speak.
There being no further requests to speak, public comment closed.

Public Comment Supplement 1

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Gino Borgioli
AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

CONSENT CALENDAR

MOTION:

Approving consent calendar items 1 through 17.

RESULT:	Passed
MOVER:	Gino Borgioli
SECONDER:	Rene Spring
AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

1. **ACCEPT THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2021**

Recommendation:

Accept the City's Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021.

2. **ACCEPT THE ANNUAL SB 165 REPORT FOR COMMUNITY FACILITIES DISTRICT NO. 2014-1 (FISHER CREEK)**

Recommendation:

Accept and file the report.

3. **ADOPT RESOLUTION APPROVING AND MAKING FINDINGS RELATED TO THE AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR 2020-21**

Recommendation:

1. Adopt resolution making findings for unexpended development impact fees; and
2. Accept the annual development impact fee report.

4. **ADOPT HAZARDOUS VEGETATION ABATEMENT RESOLUTION**

Recommendation:

Adopt resolution declaring weeds and brush to be a nuisance and setting the hazardous vegetation public hearing on February 2, 2022.

5. **ADOPT ORDINANCE 2326, NEW SERIES, AMENDING CHAPTER 14.04 (INCLUSIONARY HOUSING) OF TITLE 14 (HOUSING) CHANGING INCLUSIONARY HOUSING REQUIREMENTS; AMENDING SECTION**

14.08.020 (FEE ESTABLISHED) OF CHAPTER 14.08 (IN-LIEU HOUSING FEES) OF TITLE 14 (HOUSING) TO ADD A COST OF LIVING ANNUAL INCREASE TO IN-LIEU HOUSING FEES; AND REPEALING DUPLICATIVE AFFORDABLE HOUSING PROVISIONS IN CHAPTER 18.48 (AFFORDABLE HOUSING) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL

Recommendation:

Waive the reading, adopt Ordinance No. 2326, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

6. **ADOPT ORDINANCE 2327, NEW SERIES, AMENDING VARIOUS CODE PROVISIONS WITHIN THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL CORRECTING CROSS-REFERENCES TO VARIOUS CHAPTERS AND SECTIONS OF TITLE 18 (ZONING) AND IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES WITHIN TITLE 18 (ZONING); AND AMENDING SECTION 18.64.060 (GENERAL LANDSCAPE REQUIREMENT) OF CHAPTER 18.64 (LANDSCAPING) OF TITLE 18 (ZONING) TO ENHANCE WATER EFFICIENCY OF NEW LANDSCAPES**

Recommendation:

Waive the reading, adopt Ordinance No. 2327, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

7. **ADOPT ORDINANCE 2328, NEW SERIES, AMENDING SECTION 18.40.060 (STANDARDS FOR ALL HOUSING TYPES) OF CHAPTER 18.40 (ALTERNATIVE STANDARDS FOR MEDIUM DENSITY RESIDENTIAL DEVELOPMENT) OF TITLE 18 (ZONING) TO REMOVE REFERENCES TO TRASH ENCLOSURE STANDARDS AND ADDING SECTION 18.92.125 (REFUSE AND RECYCLING ENCLOSURES) TO CHAPTER 18.92 (SUPPLEMENTAL STANDARDS) TO INCLUDE NEW REFUSE AND RECYCLING ENCLOSURE STANDARDS**

Recommendation:

Waive the reading, adopt Ordinance No. 2328, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

8. **APPROVE COMMUNITY PLAYHOUSE LICENSE AGREEMENT WITH SOUTH VALLEY CIVIC THEATRE**

Recommendation:

Authorize the City Manager to execute and administer the license agreement through December 2024 with South Valley Civic Theatre.

9. APPROVE AGREEMENTS FOR HYDROGEOLOGICAL AND GEOTECHNICAL ENGINEERING SERVICES

Recommendation:

Approve and authorize the City Manager to execute and administer three-year agreements with Luhdorff & Scalmanini Consulting Engineers in the not to exceed amount of \$200,000 and Atlas Technical Consultants in the not to exceed amount of \$150,000 for hydrogeological and geotechnical engineering services.

10. APPROVE AGREEMENTS FOR WATER AND WASTEWATER UTILITY PLANNING AND ENGINEERING SERVICES

Recommendation:

Approve and authorize the City Manager to execute and administer three-year agreements with HydroScience Engineers, Carollo Engineers, and Black & Veatch Corporation for the not to exceed amount of \$250,000 each and Akel Engineering Group for the not to exceed amount of \$150,000.

11. APPROVE MITIGATED NEGATIVE DECLARATION AND FOURTH AMENDMENT OF THE AGREEMENT WITH HYDROSCIENCE ENGINEERS FOR ADDITIONAL SERVICES RELATED TO THE NEW SEWER TRUNK LINE BETWEEN MORGAN HILL AND GILROY

Recommendation:

1. Approve and certify the project Mitigated Negative Declaration;
2. Approve Fourth Amendment to Service Agreement for Design Professionals with HydroScience Engineers, Inc. to provide additional services for the New Sewer Trunk Line to Gilroy project for an additional \$75,000, for a total not to exceed amount of \$1,779,710; and
3. Authorize the City Manager to execute and administer the amended services agreement.

12. APPROVE THE PURCHASE OF THREE CITY TRUCKS

Recommendation:

1. Approve the purchase of three (3) City trucks in the amount of \$102,238 from the National Auto Fleet Group;
2. Authorize the City Manager to execute associated purchase documents;
3. Declare vehicle D02182 to be surplus; and
4. Authorize the disposal of the surplus vehicles in accordance with Section

3.04.400 of the City of Morgan Hill Municipal Code.

13. APPROVE THE PURCHASE OF UTILITIES DIVISION REPLACEMENT DUMP TRUCK AND AUTHORIZE THE CITY MANAGER TO APPROVE PURCHASE OF THREE UTILITY VEHICLES AS THEY BECOME AVAILABLE

Recommendation:

1. Approve the purchase of a 2022 Kenworth T270 dump truck from NorCal Kenworth in the amount of \$117,410.27 to replace vehicle W01119;
2. Authorize the City Manager to approve purchase of three Utilities Division vehicles as they become available for sale; and
3. Authorize the disposal of the surplus vehicle W01119 in accordance with Section 3.04.400 of the City of Morgan Hill Municipal Code.

14. APPROVE UTILITY BOX ART AT EAST DUNNE AND MURPHY AVE

Recommendation:

1. Approve public art at one new utility box location; and
2. Authorize the City Manager to enter and administer necessary agreements to complete the project.

15. APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COMMUNITY SERVICE OFFICERS' ASSOCIATION AND CORRESPONDING SALARY SCHEDULES

Recommendation:

Approve a Memorandum of Understanding (MOU) with CSOA effective December 26, 2021 – December 31, 2023 and corresponding salary schedules

16. APPROVE THE NOVEMBER 17, 2021 MEETING MINUTES

Recommendation:

Approve minutes.

17. AWARD ON-CALL FENCING CONTRACTOR CONTRACT TO TUCKER CONSTRUCTION, INC.

Recommendation:

1. Award two-year On-Call Fencing Contractor Services contract to Tucker Construction, Inc. in the amount of \$100,000; and

2. Authorize the City Manager to execute and administer the On-Call Fencing Contractor Services contract with Tucker Construction, Inc.

OTHER BUSINESS

20. MONTHLY BUDGET UPDATE AND OCTOBER 2021 FINANCIAL AND INVESTMENT REPORTS

Recommendation:

Accept and file report.

Finance Director Dat Nguyen provided a presentation and report.

The item was tabled to move to the time certain public hearing for the City Council Redistricting.

Following item 18, public comment for item 20 was opened at 9:56 p.m.

Joe Baranowski was called to speak.

There being no further request, public comment closed.

Report Received. No action taken.

PUBLIC HEARING (TO BE HEARD AT 8:00 P.M.)

18. RECEIVE UPDATE REGARDING PROPOSED DRAFT DISTRICT MAPS SUBMITTED AND COMPOSITION OF COUNCIL DISTRICT BOUNDARIES

Recommendation:

Open and close the public hearing.

City Clerk Michelle Bigelow provided a report and turned the presentation over to Dr. Justin Levitt with National Demographics Corporation.

The public hearing opened at 9:03 p.m. The following people were called to speak:

Armando Benavides

Alberto Gomez

Patricia Darling

Roberto Aguirrez

Liam Downey

Sally Casas

Joe Baranowski

Kathy Napoli

There being no further requests to speak, the public hearing closed.

No action taken.

The meeting recessed at 9:47 and reconvened at 9:55 p.m.

OTHER BUSINESS

19. ADOPT CLIMATE ACTION PLAN

Recommendation:

Adopt Climate Action Plan and direct City Manager to evaluate opportunities to incorporate funding for Plan implementation in the recommended budget for Fiscal Year 2022-23.

Program Administrator Anthony Eulo provided a presentation and report.

MOTION:

Extending the meeting to 11:30 p.m.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

Public comment opened at 10:56 p.m. The following people were called to speak:

Dashiell Leeds

Diya Kandhra

Susan Kirchhoff

Lynn Morgan

Fran Weiss

Matt Lundy

Jaren Lebovitz

Joe Baranowski

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

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Yvonne Martinez Beltran
SECONDER:	Rene Spring

AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

21. ADOPTION OF 2021 WATER SYSTEM MASTER PLAN

Recommendation:

Adopt 2021 Water System Master Plan.

Utility Services Director James Sylvain provided a presentation and report.

MOTION:

Extending the meeting to 12:30 a.m.

RESULT:	Passed
MOVER:	John McKay
SECONDER:	Yvonne Martinez Beltran
AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

Public comment opened at 11:48 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	Yvonne Martinez Beltran
AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

22. APPROVAL OF THIRD EMPLOYMENT AGREEMENTS FOR THE CITY MANAGER AND THE CITY ATTORNEY

Recommendation:

1. Approve the Third Employment Agreement with City Attorney Donald Larkin;
2. Approve the Third Employment Agreement with City Manager Christina Turner; and
3. Authorize the Mayor to execute the agreements and any related agreements.

City Manager Christina Turner and City Attorney Donald Larkin announced their conflict of interest on the item and excused themselves from the meeting.

Mayor Pro Tem McKay provided the report

Public comment opened at 11:51 p.m.

Sally Casas was called to speak.

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

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Gino Borgioli
SECONDER:	Rene Spring
AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

PUBLIC HEARING

23. AWARD ENERGY SERVICES AGREEMENT FOR CENTENNIAL RECREATION CENTER BATTERY ENERGY STORAGE SYSTEM TO SYSERCO

Recommendation:

1. Open/Close Public Hearing; and
2. Authorize the City Manager to execute a design-build energy services agreement with Syserco for the Centennial Recreation Center Battery Energy Storage Project and all related documents necessary to complete

the project.

Program Administrator Anthony Eulo provided the report.

The public hearing opened at 12:07 a.m. There being no requests to speak, the public hearing closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Yvonne Martinez Beltran
SECONDER:	Rene Spring
AYES:	Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	Rich Constantine

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran requested an item come back to talk about the contract process and selection criteria.

Council Member Borgioli requested a conversation about a supplemental documentation submission deadline and a discussion around a policy limiting the number of times a meeting can be extended.

Mayor Pro Tem McKay requested a discussion on legal cases under the current City Attorney.

ADJOURNMENT

There being no further business, the meeting adjourned at 12:15 a.m.

Minutes Prepared by:

Michelle Bigelow, City Clerk



Meeting Minutes

City Council

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

Wednesday, January 19, 2022, 7:00 PM

Virtual Meeting

Link to join the meeting can be found below

CALL TO ORDER

Mayor Constantine called the meeting to order at 7:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
ABSENT	None

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

CITY COUNCIL REPORTS

Mayor Constantine spoke about our public meetings in this time of having them on virtual platforms. We find ourselves more exposed to inappropriate and at times incredibly vulgar behavior as people Zoom-bomb meetings. He discussed the security measures that we have in place which include holding public meetings as webinars and not allowing participants to share their videos, while still allowing the community to participate by allowing them to raise their virtual hand and have others hear their comments and feedback. Best practices we have implemented include not allowing participants from outside the US to join our meetings and requiring that participants of our meeting run the most current version of zoom. If you are not running the most

January 19, 2022

current version, you will be prompted to run an update prior to any City meeting. He encouraged residents to run an update before joining the meeting to enable us to unmute if they wish to speak. If you have questions, please send your questions to ccpubliccomment@morganhill.ca.gov and we will work with staff to have questions answered.

CITY MANAGER'S REPORT

City Manager Christina Turner announced that the January 26, 2022, City Council meeting is canceled, however, we will be holding the City Council's Annual Goal Setting Workshop, on Friday and Saturday, January 28 & 29. She also mentioned that there will be a Town Hall meeting on the January 27 at 5:30 p.m., the topic being the Industrial Lands Preservation and Optimization Policy. She said that we will be bringing forward zoning code amendments, an industrial ordinance, and proposing a new Industrial Lands Preservation and Optimization Policy. It is intended to prohibit stand-alone warehouse and distribution use Citywide, prohibit general plan conversions of industrial land, prohibit non-compatible uses in industrial buildings to preserve vacancies, expand zoning for medical and office uses, and also encourage conversion of current commercial land to industrial land. She advised to check our online calendar for additional information.

CITY ATTORNEY'S REPORT

City Attorney Larkin had no reports.

OTHER REPORTS

None.

RECOGNITIONS

Friends of the Senior Center \$50,000 Donation

Mayor Constantine thanked and acknowledged the Friends of the Senior Center for their generous donation of \$50,000 to support the Morgan Hill Senior Center.

PRESENTATIONS

YAC Presentation - Asset #32 Planning and Decision Making

PUBLIC COMMENT

Public comment opened at 7:22 p.m. The following people were called to speak:

Cricket Rubino

Sally Casas

Armando Benavides

Patricia Darling

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

Public Comment Supplement 1

ADOPTION OF AGENDA

MOTION:

Adopting the agenda continuing item 3 to a future agenda.

RESULT:	Passed
MOVER:	Rich Constantine
SECONDER:	Yvonne Martinez Beltran
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

CONSENT CALENDAR

Public comment opened at 7:37 p.m.

Joe Baranowski commented on item 4.

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

MOTION:

Approving consent calendar items 1, 2, and 4 through 8.

RESULT:	Passed
MOVER:	Gino Borgioli
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

1. **ACCEPT 2021 PAVEMENT REHABILITATION PROJECT**

Recommendation:

1. Accept as complete the 2021 Pavement Rehabilitation Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

2. **ACCEPT \$50,000 DONATION FROM THE FRIENDS OF THE MORGAN HILL SENIOR CENTER**

Recommendation:

1. Accept \$50,000 donation from the Friends of the Morgan Hill Senior Center to support services at the Centennial Recreation Senior Center; and
2. Authorize the City Manager to execute any agreements necessary for donation acceptance.

4. **ADOPT RESOLUTION DETERMINING THAT CONDUCTION OF IN-PERSON MEETINGS WOULD PRESENT A PUBLIC HEALTH RISK AND CONTINUING TELECONFERENCE MEETINGS**

Recommendation:

Adopt resolution to continue holding City Council and commission meetings by teleconference.

5. **ADOPT RESOLUTION AUTHORIZING AN APPLICATION FOR THE CALIFORNIA CLIMATE INVESTMENTS-DEPARTMENT OF FORESTRY AND FIRE PROTECTION'S (CAL FIRE) FIRE PREVENTION GRANT PROGRAM.**

Recommendation:

Adopt resolution authorizing an application for the California Climate Investments-Department of Forestry and Fire Protection's (CAL FIRE) Fire Prevention Grant Program.

6. **APPROVE PROPERTY USE AGREEMENT WITH WOODLAND ESTATES**

Recommendation:

Authorize the City Manager to Execute a Property Use Agreement for City-owned Open Space with Woodland Estates for a fee of \$1 per year.

7. **APPROVE PARCEL MAP FOR THE TECHCON PROJECT (440 & 480 COCHRANE CIRCLE)**

Recommendation:

1. Approve the Parcel Map for the Techcon Project; and
2. Authorize the recordation of the Parcel Map.

8. **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH TJKM TRANSPORTATION CONSULTANTS TO ASSIST WITH CITY'S IMPLEMENTATION OF STATE SENATE BILL 743 (TRANSITION FROM LEVEL-OF-SERVICE (LOS) TO VEHICLE-MILES-TRAVELED (VMT) METRIC FOR TRANSPORTATION ANALYSIS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA))**

Recommendation:

Approve and authorize the City Manager to execute and administer the professional services agreement with TJKM Transportation Consultants for assistance with the City's implementation of State Senate Bill 743 (SB 743) for a total not-to-exceed amount of \$79,835.

ITEM PULLED FROM THE AGENDA

3. **ADOPT RESOLUTION IN SUPPORT OF STATE OF CALIFORNIA INITIATIVE CONSTITUTIONAL AMENDMENT, NO. 21-0016 "PROVIDES THAT LOCAL LAND-USE AND ZONING LAWS OVERRIDE CONFLICTING STATE LAWS"**

Recommendation:

Adopt resolution supporting the proposed statewide ballot initiative regarding local land use control.

Item 3 was pulled from the agenda and will be brought back at a future meeting.

PUBLIC HEARINGS

9. **ADOPT NEW AND UPDATED FEES FOR PLANNING AND LAND DEVELOPMENT ENGINEERING, AND APPROVE FUNDING OF TWO ASSISTANT/ASSOCIATE ENGINEER POSITIONS**

Recommendation:

1. Open/Close Public Hearing;
2. Adopt resolution establishing the updated Planning and Land Development Engineering Fees as proposed in the 2021 NBS Comprehensive Fee Study of Planning and Land Development Engineering; and
3. Approve funding for two Assistant/Associate Engineer positions.

Finance Director Dat Nguyen, along with Lauren Guido, and Nicole Kissam with NBS provided the presentation and report.

The public hearing opened at 7:53 p.m. There being no requests to speak, the public hearing closed.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The meeting recessed at 7:54 p.m. and reconvened at 8:00 p.m.

OTHER BUSINESS

10. APPROVE DOWNTOWN TRAFFIC CALMING AND MONTEREY ROAD LANE REDUCTION AND PLACE-BRANDING PROGRAM

Recommendation:

1. Approve the proposed Traffic Mitigation Plan Implementation Schedule to support the Monterey Road Lane Reduction Program;
2. Approve the re-design of traffic lanes for Monterey Road from Dunne Avenue to Main Avenue to be implemented as approved in the Implementation Schedule;
3. Direct staff to install pedestrian safety bollards at pedestrian crossings on Monterey Road and First, Second, and Fourth Streets;
4. Direct staff to bring forward a review of the Parklet Program and develop a Parklet Fee Financing Assistance Program;
5. Direct staff to explore the creation of a community parklet that

- incorporates an interactive art installation;
6. Direct staff to bring forward a consulting contract to implement a Property-Based Improvement District (PBID); and
 7. Adopt a resolution to amend the Fiscal Year (FY) 2021-22 Budget and appropriate \$210,530 from the General Fund.

Assistant City Manager for Development Services Edith Ramirez and Public Services Director Chris Ghione provided the report and presentation.

Public comment opened at 9:46 p.m. The following people were called to speak:

Rocke Garcia
Sam Benedict
Armando Benavides
Brian Sullivan
Nick Gaich
Bryan Espiritu
Lesley Miles
Jim Leslie
Armando Garcia
Larry Carr
Patricia Darling
Fran Weiss
Sally Casas
Rosy Bergin
Joe Baranowski
Tiffany Morales
Krista Rupp
Mellea McLaughlin

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

MOTION:

Extending the meeting to 11:30 p.m.

RESULT:	Passed
MOVER:	Gino Borgioli
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The meeting recessed at 10:37 p.m. and reconvened at 10:42 p.m.

MOTION:

Approving the recommended actions.

RESULT:	Passed
MOVER:	John McKay
SECONDER:	Gino Borgioli
AYES:	Rich Constantine, Gino Borgioli, John McKay
NAYS:	Rene Spring, Yvonne Martinez Beltran
ABSTAIN:	None
ABSENT:	None

11. **REVIEW AND APPROVE CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES FOR 2022**

Recommendation:

1. Review, discuss, and approve the City Council appointments to Outside Agencies; and
2. Direct the City Clerk to notify the appropriate agencies of the updated assignments and update the Form 806 as necessary.

City Clerk Michelle Bigelow provided the report. Public comment opened. There being no requests to speak, public comment closed.

MOTION:

Extending the meeting to 11:45 p.m.

RESULT:	Passed
MOVER:	Rene Spring
SECONDER:	John McKay
AYES:	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The Mayor and Council reviewed and adjusted the appointments as needed.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member McKay requested a conversation with staff about the community parklet space and the use of public space on weekends.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:41 p.m.

MINUTES PREPARED BY:

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Kim Mancera, Municipal Services Assistant

APPROVED BY: City Manager

ADOPT RESOLUTION DETERMINING THAT CONDUCTION OF IN-PERSON MEETINGS WOULD PRESENT A PUBLIC HEALTH RISK AND CONTINUING TELECONFERENCE MEETINGS

RECOMMENDATION(S)

Adopt resolution to continue holding City Council and commission meetings by teleconference.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Preserving and Cultivating Public Trust

REPORT NARRATIVE:

COVID-19 transmission remains widespread throughout California and locally. We remain under both a state and local emergency. Assembly Bill (AB) 361, which became operative on October 1, 2021, allows local agencies to continue meeting by teleconference during a statewide emergency, provided the local agency makes findings that continued teleconferencing is important to protect public health and safety. Staff recommends adopting the proposed resolution declaring the need to continue teleconferenced meetings to protect public health and safety.

Staff recommends adopting the proposed resolution declaring the need to continue teleconferenced meetings to protect public health and safety.

COMMUNITY ENGAGEMENT:

This report serves to inform the Community of the recommendation to continue teleconferenced meetings.

ALTERNATIVE ACTIONS:

The Council could choose not to adopt the proposed resolution and continue its February 16, 2022 meeting to a date certain for an in-person meeting. All meetings

going forward would also be in-person.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Each month since October 6, 2021, the City Council has adopted a resolution determining that conducting in-person meetings would present an imminent risk to attendees' health and electing to continue conducting meetings using teleconferencing.

FISCAL AND RESOURCE IMPACT:

Continued use of teleconferencing software may have a minimal fiscal impact.

CEQA (California Environmental Quality Act):

Not a Project

Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not projects that require environmental review.

RESOLUTION NO. 22-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DETERMINING THAT CONDUCTING IN-PERSON MEETINGS OF THE CITY COUNCIL AND ITS BOARDS AND COMMISSIONS WOULD PRESENT IMMINENT RISKS TO ATTENDEES' HEALTH, AND ELECTING TO CONTINUE CONDUCTING MEETINGS USING TELECONFERENCING IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) (AB 361)

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency related to the COVID-19 global pandemic, a state of emergency that is ongoing; and

WHEREAS, on March 13, 2020, the City Manager in her capacity as Emergency Services Director declared a local emergency due to the spread of COVID-19, and that emergency declaration was ratified on March 18, 2020; and

WHEREAS, the City of Morgan Hill remains in a state of emergency due to the continuing spread of COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated, or are at a higher risk of severe illness due to COVID-19; and

WHEREAS, the City's public meeting facility is indoor and not designed to ensure circulation of fresh/outdoor air, and not designed to ensure that attendees can remain six (6) feet apart; and

WHEREAS, holding in-person meetings would encourage community members to come to City facilities to participate in local government, and some of them would be at high risk of severe illness due to COVID-19; and

WHEREAS, technology exists that allows full participation from members of the public without requiring in-person attendance at a City Council meeting.

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

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

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

1. The conduct of in-person public meetings would pose imminent risks to the health of attendees.
2. Public health and safety and the public right to participate in local government are both critically important. The City of Morgan Hill is committed to balancing both by making City Council and commission meetings accessible through multiple formats and by allowing real-time public comment through teleconferencing solutions.
3. The City Council will renew these findings at least every thirty (30) days in accordance with Government Code section 54953(e) until the state of emergency related to COVID-19 has been lifted or until the City Council determines that in-person meetings no longer pose imminent risks to the health of attendees, whichever comes first.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the February 16, 2022.

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

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-XXX, adopted by the City Council at a regular meeting held on February 16, 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Anthony Eulo, Program Administrator

APPROVED BY: City Manager

ADOPT RESOLUTION APPROVING COMMENCEMENT OF 2022 HAZARDOUS VEGETATION ABATEMENT PROGRAM

RECOMMENDATION(S)

1. Open/Close public hearing; and
2. Adopt resolution authorizing Santa Clara County to commence hazardous vegetation abatement activities on the attached list.

Estimated Time: 5 minutes

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

REPORT NARRATIVE:

On December 15, 2021, the City Council adopted Resolution 21-053 declaring hazardous vegetation growing in the City of Morgan Hill to be a public nuisance. The Resolution further established February 2, 2022 as the date for a public hearing on properties proposed for inclusion in the 2022 Hazardous Vegetation Program (Program). With the cancellation of the February 2nd meeting, this item was continued to this meeting. Program notices (Attachment 1) have been mailed to property owners in Morgan Hill whose properties have been identified as having, or potentially having, a problem with hazardous vegetation. In addition, notices of this public hearing have been published in the newspaper per Government Code Section 39566. The purpose of this hearing is to allow property owners to object to having their property in the 2022 Hazardous Vegetation Management Program, have the City Council consider these objections and or provide general public comment regarding the program. The list of properties (Attachment 2) in the Program has been posted at City Hall for over ten days prior to this public hearing.

The City controls the growth of hazardous vegetation under the authority set out in Chapter 8.20 of the Morgan Hill Municipal Code and in Government Code Sections

39560 and following. The City has a contract with the Santa Clara County Consumer and Environmental Protection Agency (Agency) which provides for abatement of the property if the property owner does not maintain the property as required. If the work is completed by the Agency's contractor, costs for the work are assessed to the property owner. Properties on the Hazardous Vegetation Program List have been inspected by Agency staff and have been found to have unsafe vegetation during the growing season. Once a property is added to the Program, it remains on the program for a minimum of three years.

COMMUNITY ENGAGEMENT:

Empower

The hazardous vegetation abatement program relies on a full range of community engagement approaches. Much of it begins when the County Program or City Fire Department informs a property owner that a hazardous situation has been observed on their property. As noted in the attached packet mailed to the property owners, each property owner is given several months during which he or she may consult and work together with Program staff to understand the situation and the needed remedies. Ultimately, each property owner is invited and empowered to remedy the situation themselves in order to minimize their program charges while maintaining public safety. In addition, many of the properties on the original list are placed on the list as a result of a complaint from a community member about a hazardous situation.

ALTERNATIVE ACTIONS:

The Council can choose to adopt the resolution (Attachment 3) as presented or to exclude any of the properties on the list. In addition, the Council can choose to delay action on the resolution. Delaying action could ultimately provide the affected property owners with less notice and time to plan for abating their hazardous vegetation.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council adopted the annual resolution in December. This hearing and the abatement schedule are consistent with the actions taken by the Council for over a decade.

FISCAL AND RESOURCE IMPACT:

The Hazardous Vegetation Program is user fee supported. The per-lot assessment includes costs for doing the weed and brush control work plus overhead County costs to administer the program. The City does not retain any revenues for this activity. In addition to charges for failed inspections and actual abatement work, an annual inspection fee of \$91 is charged to all property owners in the Program. These fees are communicated to the property owners when they are annually notified about the Program. The actual total charge per parcel will vary based on whether or not the property owner abated their own weeds and whether or not they did so before the County's inspection, after the May 1 deadline. The County returns the actual proposed assessment list to the City in the summer for the assessment of program charges. Per

the approach adopted by the Council, the program charges are discussed at a local prehearing with City staff and then imposed via an administrative hearing held by the County's Hearing Officer.

Item (Current County Fee)

Annual Inspection and Administration (\$91 annually)

Noncompliant Fee charged to properties not in compliance by the May 1 deadline (\$505)

Abatement Administration Fee charged to properties requiring County abatement (Contractor costs + \$858)

As the County has found that its revenues in the past were not always adequate to support the program, the Board of Supervisors has adopted a fee schedule designed to achieve full cost recovery and has shifted ultimate fiscal responsibility to participating jurisdictions. If the County determines that program-wide revenues in a given year were insufficient to cover program-wide costs, the jurisdictions participating in the Program will be billed for their prorata share of the shortfall.

Administering this Program is an activity in the Public Services Department work program and budget.

CEQA (California Environmental Quality Act):

Categorical Exemption

These activities are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Section 15304(i) (Minor Alterations to Land - Fuel Management Activities).

2022 Return Reply Form

KAISER FOUNDATION HOSPITALS

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program **within 15 days of receipt of this notice.** Thank you.

TRA:

7-014



316-09-045

KAISER FOUNDATION HOSPITALS
1 KAISER PLAZA 15TH FL
OAKLAND CA 94612

Please check the box that
applies for each parcel
(see explanations below):

Parcel Number	Site Address	A	B	C
316-09-045	3800 HOMESTEAD SANTA LARA	☐	☐	☐

- A** I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.
- B** I intend to maintain this parcel in a manner consistent with the minimum Fire Safety Standards from **March 01, 2022 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection to ascertain compliance. Non-compliance by the deadline will result in an inspection fee or the abatement of weeds by the County contractor and the resulting charges added to the property tax.
- C** I request that the County contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. **(All County fees apply)**

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2021, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you.

☐ Please check if you feel this parcel is environmentally sensitive.

Signature

Name (please print)

Date

()

Day time phone

County of Santa Clara

Consumer and Environmental Protection Agency
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460



November 24, 2021

IMPORTANT NOTICE TO ABATE WEEDS

Dear Property Owner:

To protect your property and the surrounding area from possible fire, your jurisdiction (city or County if in unincorporated areas) contracts with the County of Santa Clara to operate a Weed Abatement Program. You are receiving this notice and information because our staff has determined that your parcel is part of this Program. Please read the information carefully and contact us for clarification or additional information.

Your jurisdiction has or will adopt a resolution declaring your property as one that may contain fire hazards from weeds or other debris. Following this action, your jurisdiction will conduct a public hearing to consider an abatement order which would require you to remove any hazardous vegetation or combustible debris prior to the deadline in the attached abatement schedule. The public hearing will be held on the date and at the place stated in the attached notice and provides an opportunity for you to raise any objections or concerns with this requirement.

If you believe your parcel includes an environmentally sensitive habitat, please check the box and provide additional information on the reply form to assist us in determining the best approach to abating your property.

If, after the public hearing, the Weed Abatement Program is approved for your property, the County is authorized by your city and the California Health and Safety Code sections 14875-14922 to inspect your property to confirm that the property has been cleared of hazards according to Minimum Fire Safety Standards (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work prior to the deadline for your jurisdiction. You will be responsible for an annual fee of \$91 to cover the cost of this compliance inspection.

If you fail to complete the abatement work prior to our inspection of your property, you will be responsible for an inspection fee of \$505 per parcel, and your property will be scheduled for abatement by the County contractor. You will be assessed a County administrative fee of \$858 per parcel plus the County's cost of abatement if the County completes this work. If you complete the abatement work before the County contractor, you will not incur further charges.

The County will use the least costly method of abatement considering the physical characteristics of your property and any other environmental or related concerns. Fees are detailed in the attached price list. The total amount will be included as a special assessment on your property tax bill following confirmation of the charges by your city or the County if parcel is not in a city at a public hearing?. This hearing would be scheduled in late spring/summer 2021 with the exact date determined by your jurisdiction. Jurisdictions

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

post hearing information at a physical location (typically at a city hall building or other government center and most jurisdictions also publish this information on their websites) at least three days prior to the meeting.

You can avoid all costs, other than the annual compliance fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs March Through October. Parcels will be removed from the program after three consecutive years of voluntary compliance (work completed by property owner prior to the deadline and confirmed by our inspection).

In preparation for this program, please complete and return the enclosed Reply Form by January 15, 2021 so we are notified of your plans for abating your property.

If you designate in your reply that you intend to abate the weeds yourself, you need to complete the abatement before the deadline listed on the attached abatement schedule and maintain fire safe conditions for the duration of the fire season. Responding that you intend to provide maintenance yourself does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. The County will abate hazardous vegetation as required after the deadline for your jurisdiction at your cost.

Enclosed you will find the following information:

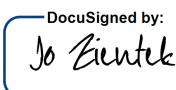
- ✓ **Reply Form specific to your property. Please complete and return by January 15, 2021.**
- ✓ **Notice to Destroy Weeds informing you of an upcoming public meeting (that you must attend if you have any objections to the proposed removal of hazardous vegetation or debris from your property. Your Jurisdiction may offer the ability for you to participate in this meeting virtually; please confirm directly with your jurisdiction.**
- ✓ **Weed Abatement Program Schedule for your city with current County abatement fees.**
- ✓ **County of Santa Clara Weed Abatement Brochure.**

Please be aware that any abatement performed by the County must comply with all applicable regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the owner of the property identified by this mailing, please notify us immediately at (408) 282-3145. If you sell your property after the date of this letter, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be responsible for all hazard abatement charges assessed to the property.

Our goals are voluntary compliance with the Minimum Fire Safety Standards and all properties remain safe from fire. If you have any questions or need on-site advice to help you achieve compliance with the Minimum Fire Standards, please call us at (408) 282-3145.

Sincerely,

DocuSigned by:

 23BC95461D52437...
 Jo Zientek, Director
 Consumer and Environmental Protection Agency

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 15, 2021, pursuant to the provisions of Section 8.20.030 of the Morgan Hill Municipal Code, the City Council of said City passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in Section 8.20.010, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall without delay, remove all such weeds from their property, and the abutting half of the street in front and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the City authorities, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of said City to be held in the Council Chambers of the City of Morgan Hill located at 17555 Peak Avenue, Morgan Hill, California, on **Wednesday, February 2, 2022, at 7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration.

The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.

(over)

MORGAN HILL WEED ABATEMENT PROGRAM SCHEDULE

February 2, 2022	Public hearing to consider objections to Abatement List.
May 1, 2022	<u>PARCEL ABATEMENT DEADLINE</u> Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.
July/August 2022	Assessment Hearing date to be scheduled by City Council.

2022 COUNTY WEED ABATEMENT FEES

Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of \$91.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the May 1st deadline will be charged a processing fee of \$505.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$858.00 per parcel.

2022 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	1 st Disc	+	2 nd Disc	=	Total Discs
0-12,500 sq.ft.	<u>\$412.39</u>		<u>\$165.79</u>		<u>\$578.18</u>
12,501sq.ft.- 43,560sq.ft.	<u>\$412.39</u>		<u>\$165.79</u>		<u>\$578.18</u>
Larger than 1 Acre	<u>\$299.56</u>		<u>\$146.30</u>		<u>\$445.86</u> (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK	<u>\$5.57 PER 100 Square Feet (SF)</u>
C) FLAIL	<u>6 Foot Mower \$7.11 PER 1,000 SF</u>
MOWING	<u>12 Foot Mower \$7.11 PER 1,000 SF</u>
D) LOADER WORK	<u>\$170.40 PER HOUR</u>
E) DUMP TRUCK	<u>\$157.29 PER HOUR</u>
F) BRUSH WORK	<u>\$5.32 PER 100 SF</u>
G) DEBRIS REMOVAL	<u>\$58.52 PER HOUR</u>
H) DUMP FEE	<u>100%</u>

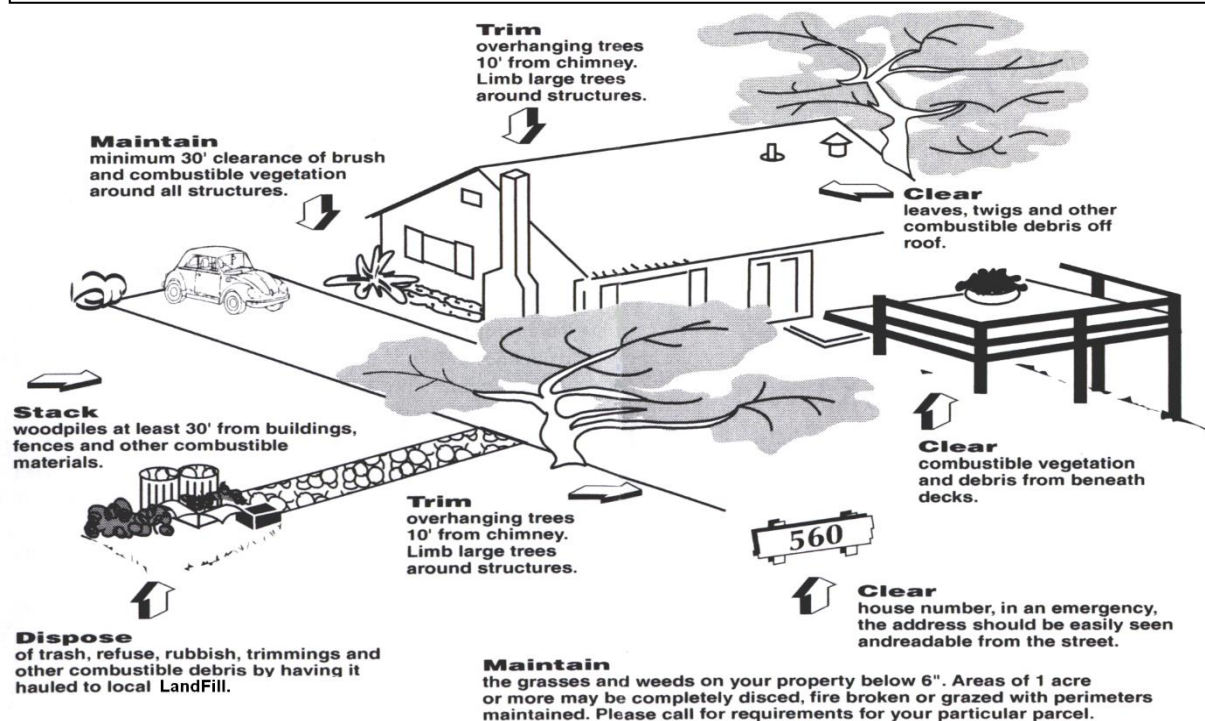
Added to orders with debris removal at 100% of the dump site charge.

***Please note this program does not offer herbicide application as a method of abatement.**

(over)

MINIMUM FIRE SAFETY STANDARDS (MFSS)

1. **Vegetation must not exceed 6 inches in height any time after the compliance deadline.**
2. Maintain grasses and weeds below 6 inches for 10 feet horizontally on both sides of all roadways, including driveways and access routes. Roads and driveways must maintain a clearance of 10' W by 13'6" H for all vegetation.
3. Clear flammable vegetation a minimum of 30 feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100 foot clearance.
4. Parcels one acre or less shall be completely abated. Parcels over one acre up to five acres require 30 foot clearance around structures and perimeter property lines. Additional 30 foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30 foot clearance around structures and perimeter property lines in addition to 30-foot cross fuel breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least 10 feet away from chimneys. Trim tree branches up from the ground to provide at least 6 feet of vertical clearance.
9. Clear leaves, pine needles and debris from roof and gutters.



Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area. All grasses, including those purportedly fire resistant, must be maintained below 6" in height.

Trees:

African Sumac
California Pepper

Shrubs:

Bearberry
Carmel Creeper
Carolina Cherry
Catalina Cherry

Escallonia

Hopseed Bush
Lemonade Berry

Groundcover:

Aaron's Beard
Australian Daisy
Candytuft
Sterile Capeweed

Freeway Daisy

Rock Rose (except Gum Variety)

Fire Safety Through Vegetation Management

Santa Clara County

Consumer and Environmental
Protection Agency

Weed Abatement Program



1553 Berger Drive #1

San Jose, Ca 95112

Phone (408) 282-3145

Fax: (408) 286-2460

SCC.WeedAbatement@cep.sccgov.org

The Santa Clara County Weed Abatement Program

The Santa Clara County Consumer and Environmental Protection Agency and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

The Weed Abatement program is entirely funded from fees charged to residents. Fees will be assessed for any property in the program. This is to cover the cost of the compliance inspection for the property. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement. If the property requires abatement by the County contractor, the property owner will be responsible for the actual cost of abatement plus an administrative fee. Properties that meet and maintain the minimum fire safety standards will not be charged other than the annual fee.

Program staff annually inspect parcels at the beginning of the fire season, which is typically in March or April depending on your jurisdiction. If the parcel is not in compliance at the time of inspection, the property owner will be charged a failed inspection fee, and the owner will be sent a courtesy notice as a reminder to abate the weeds. If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in your property tax bill.

Our Goal Is Voluntary Compliance

Property Owner's Responsibilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. **Please contact our office if you need guidance or have any questions regarding the requirements!**
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services.

Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement.

- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to releasing the work order.
- The County contractor uses several methods of abatement including discing and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.
- The Weed Abatement Program will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Discing collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you **must** use another form of weed abatement such as mowing or weed-eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?

A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Weed Abatement Program.

Q. What is required of me now that I am in the Program?

A. All property owners are required to maintain their property free of fire hazards throughout the year.

Q. The grasses planted on my property are fire resistant. Are they exempt from the Weed Abatement program?

A. No. Even grasses that possess some fire resistant qualities are not fire proof, and they can add fuel to any site that is subject to a fire. Additionally, fire resistant grasses are rarely found in a pure, homogenous stand but rather are usually found to occur mixed with other common introduced annual grasses that are highly flammable and hazardous in a fire event. Finally, many grasses occur in Santa Clara County and species identification is difficult in the field, especially after the spring when the reproductive portions required for identification have dried and dispersed. Weed Abatement Inspectors can only focus on the presence of grasses and weeds on your property and the Minimum Fire Safety Standards, and not on grass species identification. Therefore, all grasses are required to be below 6 inches in height.

Q. What is the SC County Weed Abatement Program?

A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

More FAQ:

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time, your property may be removed from the program.

Q. How much will this cost me?

A. There will be an annual fee to cover the cost of the compliance inspection. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged additional fees. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. Any charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring minimizes the volume of combustible material before the hazards increase and dries out completely during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have **not** been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Discing Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

Q. I have Grazing Animals do I need to perform abatement?

A. Grazing animals do not absolve you of your responsibilities to provide a fire safe condition on your property. You will need to check with our office to determine if grazing is adequate or if additional work is required.

2022 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MORGAN HILL

EXHIBIT A

	Situs	APN	Owner	Owner Address	City/State	Zip Code
	MONTEREY	RD	725-01-018 LUCKYSHING LLC	950 S 3RD ST	SAN JOSE CA	95112-5839
			726-02-012 WU MEI-TSU K	1441 HUNTINGTON DR STE 226	SOUTH PASADENA CA	91030
			726-02-016 HUNG WEN JUNG	179 CUESTA DE LOS GATOS WAY	LOS GATOS CA	95032
			726-02-051 MH ANDALUSIA 2020 INC	385 WOODVIEW AVE STE 100	MORGAN HILL CA	95037
			726-02-052 MH ANDALUSIA 2020 INC	385 WOODVIEW AVE STE 100	MORGAN HILL CA	95037
17364	WALNUT GROVE	DR	726-07-021 DELUKE COMPANY LTD	535 ARRASTADERO RD	PALO ALTO CA	94306
17361	SAINT ARCHER	WY	726-07-090 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
17365	SAINT ARCHER	WY	726-07-091 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
17369	SAINT ARCHER	WY	726-07-092 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
17373	SAINT ARCHER	WY	726-07-093 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
17378	SAINT ARCHER	WY	726-07-094 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
920	DIANA	AV	726-07-095 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
17376	WALNUT GROVE	DR	726-07-096 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
17374	WALNUT GROVE	DR	726-07-097 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
17372	WALNUT GROVE	DR	726-07-098 WALNUT MORGAN HILL LLC	560 SOUTH MATHILDA AVE	SUNNYVALE CA	94086
761	DAKOTA	DR	726-09-024 DUNNE MICHAEL F JR AND JONNA TRUSTEE	761 DAKOTA DR	MORGAN HILL CA	95037
			726-13-050 UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE CA	95030-0000
17620	MONTEREY	RD	726-23-021 GUNTER LOFTS LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
E	CENTRAL	AV	726-24-001 UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE CA	95030-0000
17910	MONTEREY	RD	726-25-001 SILVA MARIO A AND BURGOS MARIBEL A ET AL	PO BOX 5686	REDWOOD CITY CA	94063
18110	MONTEREY	RD	726-25-006 CITY VENTURES HOMEBUILDING LLC	3121 MICHELSON DR STE 150	IRVINE CA	92612
			726-25-026 CLAYTON PLAZA LLC	5752 COUNTRY CLUB PKWY	SAN JOSE CA	95138
325	DIGITAL	DR	726-25-041 OPERATING ENGINEERS LOCAL UNION NO 3 BLDG H	1620 S LOOP RD	ALAMEDA CA	94502
315	DIGITAL	DR	726-25-065 TERRASAT COMMUNICATIONS INC	315 DIGITAL DR	MORGAN HILL CA	95037
			726-25-091 MORGAN HILL INDUSTRIAL	4155 BLACKHAWK PLAZA #201	DANVILLE CA	94506
			726-25-092 MORGAN HILL INDUSTRIAL	4155 BLACKHAWK PLAZA #201	DANVILLE CA	94506
			726-25-095 JTI MORGAN HILL RE LLC	4155 BLACKHAWK PLAZA #201	DANVILLE CA	94506
			726-31-038 MERSHO INVESTMENTS LLC	5752 COUNTRY CLUB PKWY	SAN JOSE CA	95138
18635	MADRONE	PY	726-33-025 MERSHO INVESTMENTS LLC	5752 COUNTRY CLUB PKWY	SAN JOSE CA	95138
735	COCHRANE	RD	726-33-029 MADRONE VILLAGE SHOPPING	1960 THE ALAMEDA STE 20	SAN JOSE CA	95126
875	LIGHTPOST	WY	726-35-015 LIGHTPOST LLC	20421 PACIFICA DR	CUPERTINO CA	95014-3013
			726-35-021 TBI-MISSION WEST II LLC	1960 THE ALAMEDA STE 20	SAN JOSE CA	95126
18640	MADRONE	PY	726-35-028 NORTHERN CALIFORNIA CARPENTERS ATF LLC	ONE FRONT ST STE 500	SAN FRANCISCO CA	94111
19095	ROSE	AV	726-36-005 HU WEIBIAO TRUSTEE & ET AL	P.O.BOX 1594	SAN MARTIN CA	95046
	ROSE	AV	726-36-007 MAGINCALDA LEROY J ET AL	4475 E WOODWARD RD	MANTECA CA	95337
	GINGER	WY	726-36-057 WALTON GARY A AND JEAN M	PO BOX 1265	MORGAN HILL CA	95038-1265
			726-36-078 1493 INVESTORS LLC	15700 WINCHESTER BLVD	LOS GATOS CA	95030
25	PEEBLES	AV	726-41-065 PEEBLES SQUARE LLC	1630 OAKLAND RD STE 215	SAN JOSE CA	95131
18210	BUTTERFIELD	BL	726-44-005 GOLDEN GATE ASSEMBLY INC	1055 MELCHOIR CT	GILROY CA	95020
			726-58-006 EVERGREEN-BUTTERFIELD & COCHRANE LLC	200 NORTH MARYLAND AVE STE 201	GLENDALE CA	91206
			726-58-012 ARTIS SENIOR LIVING OF MORGAN HILL LLC	1651 OLD MEADOW RD STE 100	MCLEAN VA	22102
17200	KRUSE RANCH	LN	728-01-001 VALENCIA EVERARDO TRUSTEE	17200 KRUSE RANCH LN	MORGAN HILL CA	95037-6700
2275	E DUNNE	AV	728-02-003 SERENE HILLS LLC	11541 SEVEN SPRINGS DR	CUPERTINO CA	95014
17005	HILL	RD	728-11-045 MISSION PACIFIC HOMES LLC	1615 VENTURA DR	MORGAN HILL CA	95037
17015	HILL	RD	728-11-046 MISSION PACIFIC HOMES LLC	1615 VENTURA DR	MORGAN HILL CA	95037
17025	HILL	RD	728-11-047 MISSION PACIFIC HOMES LLC	1615 VENTURA DR	MORGAN HILL CA	95037
17035	HILL	RD	728-11-048 MISSION PACIFIC HOMES LLC	1615 VENTURA DR	MORGAN HILL CA	95037
17045	HILL	RD	728-11-049 CONNORS GABRIEL J TRUSTEE & ET AL	495 BEL AIR WAY	MORGAN HILL CA	95037
17055	HILL	RD	728-11-050 MISSION PACIFIC HOMES LLC	1615 VENTURA DR	MORGAN HILL CA	95037
1370	JASMINE	WY	728-15-041 LANGDON JOSEPH A	1370 JASMINE WAY	MORGAN HILL CA	95037-3334
1425	E DUNNE	AV	728-16-042 MORGAN HILL UNIFIED S D	20 GREAT OAKS BLVD STE 200	SAN JOSE CA	95119
	HALF	RD	728-30-002 THE CROSSWINDS AT MORGAN HILL LLC	385 WOODVIEW AVE SUITE 100	MORGAN HILL CA	95037
1105	HALF	RD	728-30-003 THE CROSSWINDS AT MORGAN HILL LLC	385 WOODVIEW AVE SUITE 100	MORGAN HILL CA	95037
1485	COCHRANE	RD	728-36-017 M V S COMPANY	P.O. BOX 2067	SARATOGA CA	95070
19139	BLUE LYNX	CT	728-44-088 BUSH CORY R AND ROBERT J	19139 BLUE LYNX CT	MORGAN HILL CA	95037
2780	THOMAS GRADE	RD	729-01-009 LI LING TRUSTEE	2780 THOMAS GRADE RD	MORGAN HILL CA	95037-6705
2990	THOMAS GRADE		729-02-004 HINDIYEH OMAR JR ET AL	2038 MURDELL LN	LIVERMORE CA	94550
3105	OAK LEAF	CT	729-04-014 LYON JOHN W AND BONITA E TRUSTEE	3105 OAK LEAF CT	MORGAN HILL CA	95037-6702
3115	OAK LEAF	CT	729-04-015 CAPUTO-SEYBOLD ROSANNE M AND SEYBOLD CHRIST	3115 OAK LEAF CT	MORGAN HILL CA	95037-6702
17180	OAK LEAF	DR	729-05-004 KELSEY REBECCA L AND LEONARD J	17180 OAK LEAF DR	MORGAN HILL CA	95037-6621
2935	BENT OAK	LN	729-07-009 BREHL BLAKE R	2935 BENT OAK LN	MORGAN HILL CA	95037-6706
3440	OAKWOOD	CT	729-16-016 KRAKENBERG DENNIS	480 W 20TH AVE	SAN MATEO CA	94403
3590	OAKWOOD	CT	729-17-001 WOLLASTON DEBRA L	3590 OAKWOOD CT	MORGAN HILL CA	95037-6921
	OAK CANYON	DR	729-17-004 VASQUEZ JORGE AND LOPEZ ANGELICA	16375 OAK CANYON DR	MORGAN HILL CA	95037-6813
16275	OAK CANYON	DR	729-17-012 SHERMAN HOUSE ASSOCS LP	15600 OAKRIDGE CT	MORGAN HILL CA	95037
16280	OAK CANYON	DR	729-17-015 SHERMAN HOUSE ASSOCS	15600 OAKRIDGE CT	MORGAN HILL CA	95037
3795	OAK CANYON	LN	729-17-021 RANGOLE TIFFANY M ET AL	13933 E EVANS CREEK RD	ROGUE RIVER OR	97537-9780
16335	JACKSON OAKS	DR	729-18-015 MARIN THERESA J TRUSTEE	1005 SUMMERVIEW DR	SAN JOSE CA	95132-2951
16460	JACKSON OAKS	DR	729-18-031 HALVORSEN JAN T TRUSTEE	16460 JACKSON OAKS DR	MORGAN HILL CA	95037-6902
16645	JACKSON OAKS	DR	729-19-024 KHAN MOHAMED AND FARHAT	16645 JACKSON OAKS DR	MORGAN HILL CA	95037-6930
15905	OAKRIDGE	RD	729-22-028 SHAH JAY AND SUNDARAM AYSWARYA	15905 OAKRIDGE RD	MORGAN HILL CA	95037-6827
15860	JACKSON OAKS	DR	729-24-018 SAIGAL RAKESH KUMAR AND BHATIA DEEPTI TRUST	37552 CHAUNTRY COMMON	FREMONT CA	94536

3745		RIDGEVIEW	CT	729-24-026	HUANG JENNY F ET AL	6951 GRANDWOOD WAY	SAN JOSE CA	95120
	E	DUNNE	AV	729-26-002	UNGER EUGENE C AND ROSE A TRUSTEE & ET AL	134 VISTA DEL CAMPO	LOS GATOS CA	95030-6313
17064		SHADY LANE	DR	729-29-017	HANSON BRYAN F AND MIKEAL K	111 LOCUST AVE	HOLLISTER CA	95023-3536
		COPPER HILL	DR	729-30-001	RAISSI SASSAN	17045 COPPER HILL DR	MORGAN HILL CA	95037-6502
17245		QUAIL	CT	729-35-005	CASTRO IRENE ET AL	2723 KEPPLER CT	SAN JOSE CA	95148-3411
17246		QUAIL	CT	729-35-007	WINSTEAD DONALD D ET AL	3337 W LUCIA DR	PHOENIX AZ	85083-5885
17451		HOLIDAY	DR	729-38-028	SMITH WARREN J AND DIANA L	17451 HOLIDAY DR	MORGAN HILL CA	95037-6512
17474		LAKE VIEW	DR	729-41-017	FRANCIS TERESA C AND OLIVER JOSEPH E	724 LUTON DR	GLENDALE CA	91206-2628
17460		LAKE VIEW	DR	729-41-019	BACH JOSEPH AND LANAE	453 HOPE HULL CT	GREEN COVE SPRINGS FL	32043-9500
17770		HOLIDAY	DR	729-44-025	BROWN DARYL SCOTT AND NAJAFI MARYAM	17770 HOLIDAY DR	MORGAN HILL CA	95037-6305
2220		ROLLING HILLS	DR	764-03-002	HARTOGS DIRK H AND KEILERS LINDA E	2220 ROLLING HILLS DR	MORGAN HILL CA	95037-9438
		BLACK OAK	CT	764-03-017	TULLY SUSAN S AND TULLY 2008 SURV TR	7151 VIA ROMERA	SAN JOSE CA	95139-1158
2105		ROCKY RIDGE	RD	764-03-024	MAYELIAN HARRY AND MABEL TRUSTEE	27519 ALTA KNOLL DR	SANTA CLARITA CA	91350-1900
17915		WOODLAND	AV	764-03-034	AVELAR ANTONIO M TRUSTEE & ET AL	1212 EL CAMINO REAL UNIT 101	SANTA CLARA CA	95050
17625		WOODLAND	CT	764-03-040	CARDINAL MARC ANDRE AND KENIA	17625 WOODLAND CT	MORGAN HILL CA	95037-9444
17610		WOODLAND	AV	764-03-043	BELLI KAREN M	17610 WOODLAND AVE	MORGAN HILL CA	95037-9140
280		TILTON	AV	764-09-004	LI WEIWEI AND ZHANG WEI	135 RIVIERA DR APT.143	LOS GATOS CA	95032
		MONTEREY	RD	764-09-013	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE CA	95030-0000
				764-10-003	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE CA	95030-0000
18625		MONTEREY	RD	764-10-008	BW MORGAN HILL LLC	2175 FRANCISCO BLVD EAST STE G	SAN RAFAEL CA	94901
18545		MONTEREY	RD	764-10-013	TRINH OANH OANH NGUYEN ET AL	1717 MESSINA DR	SAN JOSE CA	95132
18565		MONTEREY	RD	764-10-015	TRINH OANH OANH NGUYEN ET AL	1717 MESSINA DR	SAN JOSE CA	95132
18755		OLD MONTEREY	RD	764-24-061	18755 OLD MONTEREY LLC	1787 MCDANIEL AVE	SAN JOSE CA	95126-1923
		VIA LOMA		764-27-003	CHILDS JOHN WILLIAM AND DEBBIE LEE	363 B VIA LOMA	MORGAN HILL CA	95037-3024
18560		MURPHY SPRINGS	CT	764-27-028	DISANTO MICHAEL A AND DASALLA-DISANTO MADEL	18560 MURPHY SPRINGS CT	MORGAN HILL CA	95037
650		SPARHAWK	DR	764-31-036	RAUSCHNOT MICHAEL J AND JULIA F TRUSTEE	PO BOX 668	MORGAN HILL CA	95038
640		SPARHAWK	DR	764-31-037	ENDERSON EDWARD F TRUSTEE	PO BOX 313	MORGAN HILL CA	95038
17996		HILLWOOD	LN	764-32-044	CRONK JON E AND DIANE D	17996 HILLWOOD LN	MORGAN HILL CA	95037-3529
		TRUMPP	CT	764-35-059	TRUMPP WALTER C TRUSTEE	1540 INDUSTRIAL AVE	SAN JOSE CA	95112-2714
18280		SHADOWBROOK	WY	764-41-002	SERAFINI CHARLES P AND MAUREEN C TRUSTEE	850 UNION HEIGHTS DR	HOLLISTER CA	95023
18300		SHADOWBROOK	WY	764-41-004	DIMAS RENE A TRUSTEE	PO BOX 1604	MORGAN HILL CA	95038-1604
18320		SHADOWBROOK	WY	764-41-006	BRIGGS WILLIAM G TRUSTEE & ET AL	16467 CARLSON DR	MORGAN HILL CA	95037-9656
18305		SHADOWBROOK	WY	764-41-013	VAN WINGERDEN SHARON TRUSTEE & ET AL	18305 SHADOWBROOK WAY	MORGAN HILL CA	95037-3021
18285		SHADOWBROOK	WY	764-41-015	SKEEN JOHN A TRUSTEE & ET AL	1725 SHADY HOLLOW DR	MORGAN HILL CA	95037
18275		SHADOWBROOK	WY	764-41-016	CHERRY LANE LLC	1122 BRACE AVE	SAN JOSE CA	95125-3202
1715		JASPER HIGHLANDS	DR	764-44-010	DINAN STEPHEN JAMES AND JANICE KAY TRUSTEE	1715 JASPER HIGHLANDS DR	MORGAN HILL CA	95037-9165
1815		JASPER HIGHLANDS	DR	764-44-012	JONES DENIS AND CAROLYN	1532 HILLSDALE AVE	SAN JOSE CA	95118-1037
1725		SHADY HOLLOW	DR	764-44-018	SKEEN JOHN A AND BARBARA I TRUSTEE	1725 SHADY HOLLOW DR	MORGAN HILL CA	95037-9161
18425		CASTLE RIDGE	DR	764-45-002	BUCHANAN NANCY C TRUSTEE	18425 CASTLE RIDGE DR	MORGAN HILL CA	95037-9458
18630		CASTLE HILL	DR	764-45-014	MOROZUMI PIUS A AND SHARON L	18630 CASTLE HILL DR	MORGAN HILL CA	95037-9452
18580		CASTLE HILL	DR	764-45-021	GLENROCK BUILDERS INC	P.O. BOX 1179	MORGAN HILL CA	95038
18530		CASTLE HILL	DR	764-45-023	CHADBAND LISA L TRUSTEE	18530 CASTLE HILL DR	MORGAN HILL CA	95037-9169
		CASTLE HILL	DR	764-45-030	GLENROCK BUILDERS INC	14500 SYCAMORE DR	MORGAN HILL CA	95037
		CASTLE HILL	DR	764-45-031	GLENROCK BUILDERS INC	P.O. BOX 1179	MORGAN HILL CA	95038
18303		LLAGAS	CT	764-53-005	MELLOW CATHY	18303 LLAGAS CT	MORGAN HILL CA	95037
				767-01-052	GARCIA W ROCKE AND GLENDA	14500 SYCAMORE DR	MORGAN HILL CA	95037
450	W	DUNNE	AV	767-02-008	WESTON MILES MADELINE	450 W DUNNE AVE	MORGAN HILL CA	95037
		DEL MONTE	AV	767-03-005	RICHTER GAYLE H TRUSTEE & ET AL	P O BOX 784	MORGAN HILL CA	95038
	W	DUNNE	AV	767-03-046	BETPOLICE FARIDEH TRUSTEE	21515 HAWTHORNE BLVD STE 1085	TORRANCE CA	90503
				767-05-001	PACIFIC GAS & ELECTRIC CO ATT: Nguyen Chau	111 ALMADEN BLVD	SAN JOSE CA	95115-0005
17205		MONTEREY	RD	767-08-006	PETERSON VIRGINIA	P.O. BOX 285	GILROY CA	95021
50	W	4TH	ST	767-08-012	TONUS VIRGINIA R TRUSTEE & ET AL	1654 SUNNYSLOPE RD	HOLLISTER CA	95023
40	W	5TH	ST	767-08-028	GUTIERREZ GERALDINE P TRUSTEE	40 W 5TH ST	MORGAN HILL CA	95037-4510
30	W	5TH	ST	767-08-062	WALLEY JOAN L	P O BOX 141	MORGAN HILL CA	95038
				767-08-063	BARR JASON AND MARY JANE ET AL	501 HEATHER FALLS CT	ROSEVILLE CA	95678
				767-08-064	BARR JASON AND MARY JANE ET AL	501 HEATHER FALLS CT	ROSEVILLE CA	95678
16815		MONTEREY	RD	767-10-004	HE ANTHAN WEICHUAN AND HUANG SALLY XUEMING	16815 MONTEREY RD	MORGAN HILL CA	95037-5118
16805		MONTEREY	RD	767-10-046	HE ANTHAN W AND HUANG SALLY X	3828 CANADA RD	GILROY CA	95020
170	W	DUNNE	AV	767-11-024	RICHTER GAYLE H ET AL	170 W DUNNE AVE	MORGAN HILL CA	95037-4938
335		SPRING	AV	767-11-030	GIANCOLA JOSEPH TRUSTEE & ET AL	2290 A COCHRANE RD	MORGAN HILL CA	95037-9306
16625		DEL MONTE	AV	767-16-044	CARUSO LUCAS A AND VICTORIA BROOKE	16625 DEL MONTE AVE	MORGAN HILL CA	95037-5002
16615		DEL MONTE	AV	767-16-045	CARUSO SALVATORE AND JOSEPHINE TRUSTEE	20431 MCKEAN RD	SAN JOSE CA	95120-2403
180		FOOTHILL	CT	767-17-012	PRATT TERYL L AND ELIZABETH A	180 FOOTHILL CT	MORGAN HILL CA	95037-5003
16595		MONTEREY	RD	767-17-046	STAR RIVER LLC	P O BOX 2610	CUPERTINO CA	95015
		COSMO	AV	767-17-047	VCBLA NIDO LLC	6840 VIA DEL ORO STE 170	SAN JOSE CA	95119
220	W	EDMUNDSON	AV	767-21-015	PANCAL EDMUNDSON LP	4125 BLACKFORD AVE #200	SAN JOSE CA	95117
895		ENCINO	DR	767-31-030	LAHUE MERIL E III AND KARLEE R TRUSTEE	895 ENCINO DR	MORGAN HILL CA	95037-5803
				767-55-038	PRESIDIO VAN DAEL WATSONVILLE	9740 APPALOOSA RD	SAN DIEGO CA	92131
16975		JOHN TELFER	DR	773-07-006	RAMIREZ ESTRELLA A	16975 JOHN TELFER DR	MORGAN HILL CA	95037-4725
1862		LLAGAS	RD	773-18-029	KORTE KYLE J ET AL	1862 LLAGAS RD	MORGAN HILL CA	95037-9445
1210		LLAGAS	RD	773-20-012	PETTEWAY PATRICIA G	1210 LLAGAS RD	MORGAN HILL CA	95037-9459
1148		DEANA	CT	773-20-024	TANDA WAYNE K AND DIANE L TRUSTEE	1148 DEANA CT	MORGAN HILL CA	95037-3404
1270		ALMOND ORCHARD	DR	773-27-016	SHROPSHIRE MICHAEL B TRUSTEE	1270 ALMOND ORCHARD DR	MORGAN HILL CA	95037-3402
15580		VIA VENETO		773-29-008	SHU HUI-CHEN	15580 VIA VENETO	MORGAN HILL CA	95037-5352
15585		VIA VENETO		773-29-011	MACHADO EDWARD F AND ERIN D	15585 VIA VENETO	MORGAN HILL CA	95037-5352
1110		LLAGAS	RD	773-32-013	STROLATA PROPERTIES LLC	999 FRANQUETE AVE	SAN JOSE CA	95125
14905		SANTA TERESA	BL	779-02-023	BLACKROCK LLC A CALIF LLC	2730 LONE OAK CT	GILROY CA	95020

660	EASY	ST	779-35-036	CRUZ-MARIN ANTONIO AND BARRAGAN ELVA V MEZA	660 EASY ST	MORGAN HILL CA	95037-6211
14545	ATHERTON	CL	779-49-001	WOLF JASON AND INBAL	14545 ATHERTON CIR	MORGAN HILL CA	95037
15090	WATSONVILLE	RD	779-51-055	VAN HUNG	15090 WATSONVILLE RD	MORGAN HILL CA	95037-6004
16870	MONTEREY	RD	817-01-018	MERINO FRED S TRUSTEE & ET AL	1170 S MCKENDRIE ST	SAN JOSE CA	95126
16780	MONTEREY	RD	817-01-081	ATES LLC	34695 LOWER TRAIL	CARMEL CA	93923
16495	VINEYARD	BL	817-02-043	TANSY DEVELOPMENT INC	1967 STANWOOD DR	SANTA BARBARA CA	93103
16470	VINEYARD	BL	817-02-044	TANSY DEVELOPMENT INC	1967 STANWOOD DR	SANTA BARBARA CA	93103
	MAST	ST	817-02-047	SEMAAN FADI I AND KRALIAN ELIZABETH TRUSTEE	10538 PHIL PL	CUPERTINO CA	95014-4670
			817-02-057	LABRUCHERIE ARMAND R AND JOAN C TRUSTEE & E	16373 REYNOLDS DR	MORGAN HILL CA	95037
16143	KEITH	WY	817-03-053	GREGG JEANNE TRUSTEE	15640 LA TIERRA DR	MORGAN HILL CA	95037-5838
	RAILROAD	AV	817-05-070	UNION PACIFIC CORPORATION	10031 FOOTHILLS BLVD	ROSEVILLE CA	95030-0000
	TENNANT	AV	817-08-019	PANWALA SAN K AND KUSUM S TRUSTEE	17380 RINGEL DR	MORGAN HILL CA	95037
	TENNANT	AV	817-08-029	RAIL AND TENN LLC	600 TENNANT AVE	MORGAN HILL CA	95037-5519
	JUAN HERNANDEZ	DR	817-09-039	THE HEALTH TRUST	3180 NEWBERRY DR STE200	SAN JOSE CA	95118
	JUAN HERNANDEZ	DR	817-09-041	THE HEALTH TRUST	3180 NEWBERRY DR STE 200	SAN JOSE CA	95118
965	SAN PEDRO	AV	817-11-073	965 PEDRO GROVE LLC	1457 EDGEWOOD DR	PALO ALTO CA	94301-3118
16375	CONDIT	RD	817-13-021	NG BETTY TRUSTEE & ET AL	1835 FRANKLIN APT 903	SAN FRANCISCO CA	94109-3457
1075	CONDIT	AV	817-13-022	NG BETTY TRUSTEE & ET AL	1835 FRANKLIN APT 903	SAN FRANCISCO CA	94109-3457
16275	CONDIT	RD	817-13-024	HSU FAMILY LP ET AL	1401 GRAYWOOD DR	SAN JOSE CA	95129-4778
	HILL	RD	817-20-031	LEWIS MORGAN HILL LLC	PBOX 5368	SAN JOSE CA	95150
16015	CAPUTO	DR	817-29-027	MORGAN HILL CAR WASH INC	5542 MONTEREY RD UNIT #217	SAN JOSE CA	95138
	BARRETT	AV	817-30-080	SANDHU ATAM PARKASH SINGH	1800 SILVERWINGS CT	MORGAN HILL CA	95037-9308
16290	RAILROAD	AV	817-32-057	LEVEL 10 CONSTRUCTION LP	1050 ENTERPRISE WAY STE 250	SUNNYVALE CA	94089
2200	HERMOSA	CT	817-48-070	LICATA MICHAEL J AND ELIZABETH D TRUSTEE	4466 FARAONE CT	SAN JOSE CA	95136-1808
2250	FOUNTAIN OAKS	DR	817-48-079	MOORE DAVID W AND BETH R	2250 FOUNTAIN OAKS DR	MORGAN HILL CA	95037-3818
380	SAN PEDRO	AV	817-58-014	REBOZZI LOUIS J AND MAUREEN L	315 CLARKE LN	MORGAN HILL CA	95037-9231
470	SAN PEDRO	AV	817-59-068	AHMADI RAHMATOLLAH AND SHIVA	3629 BERCAW LN	SAN JOSE CA	95124-2831
16680	NINA	LN	817-60-024	BUTTERICK TIMOTHY W AND CECILIA ANN TRUSTEE	16680 NINA LN	MORGAN HILL CA	95037-5240
2785	TORO VISTA	CT	817-70-007	HARRISON ROBERT AND ANDERSON MICHELLE L	2785 TORO VISTA CT	MORGAN HILL CA	95037
			817-78-004	BUSK BETTY G TRUSTEE	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-005	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-006	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-007	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-008	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-009	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-010	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-011	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-012	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-013	BUSK BETTY G TRUSTEE	1390 E DUNNE AVE	MORGAN HILL CA	95037-7058
			817-78-014	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-015	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-016	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
			817-78-017	NORDSTROM CAL HOMES LLC	720 SAN MARCOS CT	MORGAN HILL CA	95037-5224
14900	MONTEREY	RD	825-06-016	CHANG SANDY TRUSTEE	105 CROW CANYON DR	FOLSOM CA	95630

RESOLUTION NO. XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL INSTRUCTING THE SANTA CLARA COUNTY CONSUMER AND ENVIRONMENTAL PROTECTION AGENCY TO ABATE NUISANCES ARISING OUT OF HAZARDOUS VEGETATION GROWING UPON LOTS OR IN FRONT OF PROPERTY IN THE CITY OF MORGAN HILL AS REQUIRED BY TITLE 8, CHAPTER 8.20 OF THE MORGAN HILL MUNICIPAL CODE

WHEREAS, pursuant to Title 8, Chapter 8.20 of the Morgan Hill Municipal Code, the City Council hereto adopted Resolution No. 21-053 declaring hazardous vegetation growing in the City of Morgan Hill to constitute a public nuisance; and

WHEREAS, a Public Hearing was held pursuant to Resolution No. 21-053 and Chapter 8.20 of the Morgan Hill Municipal Code in that time and manner required by law.

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

1. That the Santa Clara County Consumer and Environmental Protection Agency (Agency) is hereby ordered to abate the nuisance or cause the same to be abated by having the vegetation destroyed by cutting, discing or any other method as may be determined by the Agency for the properties on the attached list excluding the properties struck out.
2. That any property owner shall have the right to destroy or remove at his or her expense prior to removal of said vegetation by the Agency.
3. That the Agency shall keep an account of the cost of removing said vegetation and document such account in a report and assessment list, and file the same with the City Clerk. Such report shall refer to each separate lot or parcel of land, together with the expense of removal of hazardous vegetation therefrom.

PASSED AND ADOPTED by the City Council of Morgan Hill on this 16th day of February 2022 by the following vote:

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

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

⌘ CERTIFICATION ⌘

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. XXXX, adopted by the City Council at its meeting held on February 16, 2022.

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

DATE: _____

Michelle Bigelow, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Rebecca Garcia, Housing Director

APPROVED BY: City Manager

CONDUCT TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING APPROVING ISSUANCE OF BONDS FOR ROYAL OAK VILLAGE APARTMENTS AT 15440 MONTEREY ROAD WITHIN THE CITY OF MORGAN HILL

RECOMMENDATION(S)

1. Open/close public hearing consistent with the requirements of the Federal Tax and Equity Fiscal Responsibility Act ("TEFRA") and Section 147 (f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
2. Adopt resolution approving the issuance of bonds by the California Statewide Communities Development Authority (CSCDA), for the acquisition, construction, improvement and equipping of a multifamily rental housing facility known as Royal Oak Village, located at 15440 Monterey Road (the "Project").

Estimated Time: 15 min

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

Enhancing Diversity and Inclusiveness

Advancing Regional Initiatives

2020-2021 Strategic Priorities

Affordable Housing and Homelessness

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Urban Housing Communities (UHC) in partnership with Ikaika Ohana, a nonprofit General Partner, is approved to build a 100 percent affordable housing development project comprised of 73 multi-family units, of which 30 units are dedicated to farmworker

housing, 18 units are dedicated to Permanent Supportive Housing units for people experiencing homelessness, 24 units are dedicated to lower income workforce housing units, and 1 unit is dedicated as a managers unit. The proposed project, known as the Royal Oaks Village, is located at the Royal Oaks Mushroom Farm along Watsonville Road, south of Monterey Road. On August 4, 2021 the City Council approved funding for the “Royal Oaks Village,” in the amount of \$400,000.

The City is required to hold this public hearing allowing community members to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. The City Council’s only role is to listen to public testimony regarding the appropriateness of bond financing. Following the close of the hearing, the City must approve the issuance of the bonds for the financing of the Project. The City has no financial obligation or legal risk with the bond issuance.

To finance the Project, on December 8, 2021, the Project’s sponsor received a very competitive award for Federal Low Income Housing Tax Credits (“LIHTC”) from the California Tax Credit Allocation Committee and a tax-exempt bond allocation from the California Debt Limit Allocation Committee (“CDLAC”).

The Borrower, A0702 MORGAN HILL, L.P., an affiliate of UHC Communities, requested that the California Statewide Communities Development Authority (“CSCDA”), a joint exercise of powers authority and public entity of the State of California, serve as the municipal issuer of the tax-exempt revenue bonds in an aggregate principal amount not to exceed \$40,000,000. The project sponsor, owner, and borrower are all the same entity, A0702 MORGAN HILL, L.P.

The tax-exempt bond financing is a “conduit” financing in which the City has no exposure for the debt. Rather, the sponsor, asks the CSCDA to issue the bonds upon CDLAC’s authorization and then solicits a lender who purchases all of the bonds in a private sale. CSCDA is a public entity that is authorized and experienced in the issuance of such bonds. The proceeds of the bonds will be used to (1) finance and refinance the acquisition, construction, improvement and equipping of the multifamily rental housing facility, known as Royal Oak Village, to be occupied by lower-income families and individuals, to be owned and operated by the Borrower, (together, the “Project”), and (2) pay certain expenses in connection with the issuance of the Bonds.

As the nature of the financing vehicle is tax-exempt, the Tax and Equity Fiscal Responsibility Act (“TEFRA”) requires the local jurisdiction to support the transaction. This requirement is fulfilled through the public hearing approving the conduit financing after public notice is published seven days prior, allowing the community members an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Following the close of the TEFRA Hearing, the City must approve the issuance of the bonds for the financing of the Project through a resolution. The Project meets the Council’s goal of preserving the condition of affordable communities and leveraging outside financing to preserve the City’s affordable housing supply.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY:
CSCDA is a joint powers authority sponsored by the League of California Cities

("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of Morgan Hill. CSCDA has issued more than \$65 billion through 1,700 plus financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

The bonds to be issued by CSCDA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability, or responsibility for the project or the repayment of the bonds for the financing of the Project. All financing documents with respect to the issuance of the bonds will contain clear disclaimers that the bonds are not obligations of the City or the State but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CSCDA, and the City will not become exposed to any financial liability by reason of its membership. In addition, participation by the City in the CSCDA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA Hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the bonds will be required.

COMMUNITY ENGAGEMENT:

The community was informed by a notice published in the Morgan Hill Times on February 4, 2022.

ALTERNATIVE ACTIONS:

There are no alternative actions as the City must approve the resolution after the public hearing.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Government Code Section 65915(d)(2)(D) requires the City to grant four incentives, or concessions, for projects that are 100 percent affordable for lower income households (excluding managers unit), except that up to 20 percent of the total units in the development may be for moderate-income households. The City Council approved four concessions for the project on January 20, 2021. On August 4, 2021 the City Council approved funding for the "Royal Oaks Village," in the amount of \$400,000.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact to the City. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

CEQA (California Environmental Quality Act):

This is not a project but rather an administrative activity that will not result in direct or indirect physical changes in the environment. Thus, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

RESOLUTION NO. 22-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR ROYAL OAK VILLAGE

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Morgan Hill (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, A0702 Morgan Hill, L.P. or a partnership of which Urban Housing Communities LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction and development of a multifamily rental housing project located at 15440 Monterey Road, Morgan Hill, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds

which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the February 16, 2022.

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

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ **CERTIFICATION** ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-xxx, adopted by the City Council at a regular meeting held on February 16, 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk



TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING ROYAL OAK VILLAGE APARTMENTS



February 16, 2022 Page 344 of 397

TEFRA HEARING:



- City is required to hold public hearing to allow community an opportunity to speak in favor of or against use of tax-exempt bonds for financing of Project
- Council's only role is to listen to public testimony regarding appropriateness of bond financing
- Following close of hearing, City must approve issuance of bonds through resolution
- City has no financial obligation or legal risk with bond issuance

TEFRA HEARING (cont.)



- Approving the issuance of bonds to finance the acquisition and construction of Royal Oak Village Apartments, located at the Royal Oaks Mushroom Farm along Watsonville Road, south of Monterey Road, owned and operated by A0702 MORGAN HILL, L.P, an affiliate of UHC Communities
- UHC applied and received an award for Federal Low Income Housing Tax Credits from the California Tax Credit Allocation Committee and a tax-exempt bond allocation
- UHC requested that the California Statewide Communities Development Authority serve as the issuer of the tax-exempt revenue bonds in an amount not to exceed \$40,000,000

TEFRA HEARING (cont.)



- The proceeds of the bonds will be used to finance the acquisition, construction, equipping, and improvement of Royal Oak Village
- The Project meets the Council's goals of creating affordable communities and leveraging outside financing
- Notices were published in the Morgan Hill Times on February 4, 2022



Royal Oak Village 73 Units

RECOMMENDATION:



- Open/close public hearing consistent with the requirements of the Federal Tax and Equity Fiscal Responsibility Act ("TEFRA") and Section 147 (f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
- Adopt resolution approving the issuance of bonds by the California Statewide Communities Development Authority, for the acquisition, construction, equipping and improvement of Royal Oak Village.

Questions?



CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT

MEETING DATE: February 16, 2022

PREPARED BY:

Rebecca Garcia, Housing Director

APPROVED BY: City Manager

APPROVE EDEN HOUSING'S (EHI) REQUEST TO WAIVE THE 2020 ANNUAL SURPLUS PAYMENT FOR VILLA CIOLINO AFFORDABLE APARTMENTS TO MAKE NECESSARY REPAIRS

RECOMMENDATION(S)

Authorize the approval of a waiver for the receipt of the 2020 annual payment from Villa Ciolino's surplus cash in the amount of \$44,777 due to the City to support the property's more immediate urgent rehabilitation needs.

Estimated Time:

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining Infrastructure

Advancing Regional Initiatives

2020-2021 Strategic Priorities

Affordable Housing and Homelessness

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Eden Housing is requesting that the City of Morgan Hill consider waiving the 2020 surplus cash distribution payment (\$44,777) to help support the projected costs for urgent repairs that are needed. In 2000, the former Redevelopment Agency of the City of Morgan Hill (RDA) provided a loan in the amount of \$2,375,000 for the development of Villa Ciolino Apartments ("The Property"), a 42-unit affordable family housing.

Villa Ciolino Associates ("The Partnership") is a California limited partnership formed in 1999. The Partnership is controlled by its general partner, Villa Ciolino LLC, whose sole member, Eden South Bay Inc., is under control of the board of directors of Eden Housing, Inc. (EHI), a nonprofit public benefit corporation. Various loan, regulatory, and other agreements dictate the maximum income levels of new tenants and provide rent

and other restrictions through the year 2054. The families that live here have incomes that range from \$22,700 to \$82,850 for a family of four.

EHI is seeking approval to waive the 2020 surplus cash distribution owed to the City of Morgan Hill. The diversion of funds is solely intended to cover the projected capital needs, a benefit to the City as it will keep the affordable inventory in good condition. The City of Morgan Hill's housing policy towards its multifamily housing partnerships is to provide stewardship to guaranty investment and re-investment in quality, long term housing stock. This generally results in supporting non-profit partners as they raise rehabilitation dollars for renovation of aging structures in the City of Morgan Hill. Because this payment is required by the Loan Agreement, the City must consent to a waiver of payment.

The waiver of 2020 annual surplus payment will allow EHI to quickly implement urgent capital needs at the Villa Ciolino Apartments. EHI has a longer term goal to continue to apply for and seek out Tax Credit and Bond Funds to do a full re-syndication for the entire property (a much larger scale rehab of the property in 2023); however, due to the competitive market for those funds, it isn't guaranteed; thus, timing is uncertain. EHI has applied in previous years and has not been awarded the funds, which has led to many of the capital needs of the site being delayed. From staff's perspective, EHI is being proactive in an effort to handle the urgent capital needs in 2022 to improve the integrity of the buildings and quality of life for the residents. The staff is recommending the waiver of the annual payment in support of taking care of the more immediate repair needs.

Background:

Eden Housing (EHI) was founded in 1968 and has developed or acquired more than 10,600 homes in communities throughout California, currently serving a diverse population of 22,000 low-income residents from all cultures and backgrounds. Eden's vision is for everyone to have access to safe, decent, affordable housing and that housing is a basic human necessity that is essential to everyday life and future success. They serve very low, low, and moderate-income families, seniors, veterans, people living with physical, mental, or developmental disabilities, and the formerly homeless. Within the City of Morgan Hill, EHI has been a long-standing partner that owns and operates the following affordable housing properties:

Property Name	Entity Name	# of Units	Occupancy Type
Crest Avenue	Crest Avenue Associates, L.P.	50	Family
Depot Commons	Depot Commons LLC	13	Family
Jasmine Square	Church & Monterey Road Associates	72	Family
Royal Court	Royal Court Associates	55	Family
Skeels	Skeels Hotel LLC	13	SRO

Sycamore Glen	Sycamore Glen, Inc.	20	Senior
Villa Ciolino	Villa Ciolino Associates	42	Family
The Willows	Edmundson Associates	20	Family

Uses of the Surplus Cash:

The uses proposed for the withholding of the surplus cash payment include performing critical and immediate repairs in excess of \$250,000 at Villa Ciolino. The primary scope of work is to mitigate and repair the extensive dry rot throughout the property, followed by a full exterior painting of the property to preserve the integrity of the wood and improve the appearance of the property. The proceeds of the diverted surplus cash will go towards the extensive list of urgent capital needs, including but not limited to extensive dry rot on deck landings and staircases and exterior painting. The property currently has approximately \$235,537 in replacement reserves but the dry rot repairs alone are estimated to cost \$100,000, and the exterior paint is estimated to cost \$150,000. EHI will cover most of the cost but is also asking for the City's support in the amount of (\$44,777), which is the amount that would normally be paid to the City as part of the 2020 annual payment from the project's surplus cash. Eden Housing has waived distribution of surplus cash owed to themselves to support the repairs needed at the property.

COMMUNITY ENGAGEMENT:

This report is intended to inform the Morgan Hill community of the recommended waiver of the 2020 surplus cash payment due to the City of Morgan Hill from Villa Ciolino Associates.

ALTERNATIVE ACTIONS:

As an alternative action, the City Council may decide not to approve the waiver of the 2020 surplus cash payment, forego the improvements to the property, and require the Partnership to repay the \$44,777 debt service payment.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The former Morgan Hill Redevelopment Agency entered into an agreement with South County Housing for Villa Ciolino Development on December 16, 1999. Subsequently, a first amendment to the loan agreement was made and entered into on October 30, 2000. Eden Housing is now the owner and operator of all previously held South County Housing properties.

FISCAL AND RESOURCE IMPACT:

With execution of the waiver, the City is anticipated to forego the \$44,777 loan repayment to the Housing Program and will continue to receive future annual repayment through residual receipts for the remainder of the term, April 2054.

CEQA (California Environmental Quality Act):

This project is Categorical Exempt pursuant to Section 15301 of CEQA Guidelines as proposed repairs, maintenance and minor alteration of existing facilities involving no expansion of existing use will not have a significant effect on the environment.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") is made and entered into as of December 16, 1999, by and between the MORGAN HILL REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), and SOUTH COUNTY HOUSING CORPORATION, a California non-profit corporation (the "Developer").

Recitals

A. Developer has acquired that certain real property, including the land and all improvements thereon (hereinafter "Property") located along the south side of Ciolino Avenue between Monterey Road and Del Monte Avenue in the City of Morgan Hill, California (the "City"), legally described in Exhibit 1, attached hereto and incorporated herein by reference.

B. Developer intends to rehabilitate 8 existing units and construct 34 units on the Property to provide 41 housing units that will remain affordable to low- and very-low income households for 55 years plus one manager's unit (the "Project").

C. The Developer has submitted preliminary plans and specifications (the "Preliminary Plans") dated November 17, 1999 and revised and resubmitted to the City on November 29, 1999, for the construction and rehabilitation of the improvements contemplated herein (the "Improvements").

D. Pursuant to that certain Predevelopment Loan Agreement dated as of July 20, 1999, between the Agency and Developer, the Agency loaned to Developer the sum of \$292,250.00 (the "Predevelopment Loan") for costs incurred by Developer to unrelated third parties for due diligence review of the Property and other costs, including: costs for architectural, engineering, and environmental assessments of the Property; payment of the Third Deposit and the Front Property Exercise Consideration described in the Option Agreement; and emergency, temporary relocation, and mobile home repair costs necessary to bring the units up to their minimal management standards. The Agency has heretofore disbursed \$132,114 of the Predevelopment Loan Funds.

E. The Property consists of Lots 5 through 8 as set forth on Exhibit 1. The total purchase price for the Property was \$3,000,000, which was financed by the following: proceeds from the Predevelopment Loan in the amount of \$100,000; equity from the Developer in the amount of \$22,000; a loan (the "Heritage Bank Loan") from Heritage Bank in the principal amount of \$280,000, maturing on January 15, 2000, secured by first trust deed encumbering Lot 5; a loan from Equity Preservation, Inc., in the principal amount of \$1,180,175 ("Equity Preservation Loan 1") secured by a first trust deed encumbering Lots 7 and 8; and a loan from Equity Preservation, Inc. in the principal amount of \$1,417,825 ("Equity Preservation Loan 2") secured by a first trust deed encumbering Lot 6 and a second trust deed encumbering Lot 5.

F. In order to acquire the Property and complete the Improvements, the Developer requires the total estimated sum of \$8,759,581. To finance the Project, the Developer has contributed \$22,000 in equity funds (the "Developer's Equity Contribution"), and obtaining (i) equity funds, in the sum of not less than \$4,961,693 (the "LIHTC Equity Funds") derived from the syndication of low income housing tax credits (the "Tax Credits"), (ii) a loan from the County of Santa Clara (the "County") of funds made available to the County by the United States Department of Housing and Urban Development ("HUD") under the HOME Investment Partnerships Program (the "HOME Program") in accordance with the regulations issued by HUD set forth in 24 CFR Part 92 (the "HOME Regulations"), in the sum of \$300,000 (the "HOME Loan"), which loan shall be for both construction and permanent financing for a term of 40 years; (iii) a loan from Bay View Bank, National Association, in the amount of \$315,000 (the "AHP Loan") under the 1999 Affordable Housing Program of the Federal Home Loan Bank of San Francisco for construction for a term of 40 years; (iv) a construction loan (the "Construction Loan") from Bank of America (the "Senior Lender") in the amount of \$4,985,000 for a term of 18 months; a portion of which (in the amount of \$2,140,000) shall convert to permanent financing (the "Permanent Loan") for a term of 30 years; and (v) a loan from the Agency for acquisition and other predevelopment purposes in the sum not to exceed \$1,900,000 (the "Agency Loan"), of which \$292,250 is on account of the outstanding balance of the Predevelopment Loan funds.

G. Prior to maturity of the Agency Loan, the parties hereto desire that 100% of Net Cash Flow and 100% of Net Proceeds (as those terms are defined below) be disbursed to the Agency for repayment of the Agency Loan.

H. The Developer represents that, with the LIHTC Equity Funds, the Developer's Equity Contribution, the HOME Loan funds, the AHP Loan funds, the Agency Loan funds, the Construction Loan and the Permanent Loan as described in Recital F, above, it will have sufficient funds and commitments of funds to complete construction of the Project.

I. All accrued interest on the Predevelopment Loan up to the date of Agency Loan funding shall be forgiven on the terms set forth herein.

J. The sources and uses of all loan financing is set forth in Exhibit 6, attached hereto (the "Sources and Uses of Funds").

K. The terms of the Construction Loan and the Permanent Loan shall be in accordance with the commitment letter dated May 7, 1999 from the Senior Lender to South County Housing (the "Senior Lender Commitment Letter").

NOW, THEREFORE, THE AGENCY AND THE DEVELOPER AGREE AS FOLLOWS:

1. Loan Agreement. Subject to the terms and conditions set forth below, the Agency agrees to lend to the Developer the Agency Loan. The Agency Loan shall mature on April 1, 2054. The Agency Loan shall be evidenced by a promissory note (the "Promissory

Note") in the form attached hereto as Exhibit 2 and incorporated by reference herein, and secured by (i) a deed of trust (the "Deed of Trust") in the form attached hereto as Exhibit 3, (ii) a Security Agreement (the "Security Agreement"), in the form attached hereto as Exhibit 8, covering all personal property belonging to the Developer now or hereafter located on or used in connection with the Property, which Security Agreement shall be perfected by UCC-1 Financing Statements (the "Financing Statements") filed with the California Secretary of State in form and substance reasonably acceptable to the Agency, and (iii) an Environmental Indemnity Agreement (the "Environmental Indemnity Agreement") in the form attached hereto as Exhibit 4. In addition, the Developer shall execute and record, concurrently with the Developer's acquisition of the Property, a Regulatory Agreement in the form attached hereto as Exhibit 5 (the "Regulatory Agreement"), the term of which shall commence upon recordation and continue until the date that is 55 years thereafter. The Agency Loan shall bear simple interest on funds as drawn at the rate of 4% per annum. The Agency is authorized to use and record (as applicable) the foregoing documents to consummate the Agency Loan when all conditions precedent described in section 4, below, have been satisfied. The Agency shall cause the proceeds of the Agency Loan to be disbursed on the terms and conditions set forth in section 3. The Developer shall assure that the proceeds of the Agency Loan shall be used and disbursed only in accordance with this Agreement. No payments on the Agency Loan shall be due before maturity except from 100% of the Net Cash Flow and 100% of the Net Proceeds.

2. Use of Agency's Loan Funds. The Agency Loan funds shall be used for the purposes described in this section.

(a) Use of Predevelopment Loan Funds. Developer acknowledges that Predevelopment Loan funds have heretofore been advanced to Developer for the following purposes:

<u>Use</u>	<u>Amount Drawn</u>
Architecture	\$15,267
Engineering	\$6,403
Environmental Audit	\$5,768
Consultant	\$608
Appraisal	\$4,068
Third Deposit described in Section 2.3.3 of the Option Agreement	\$25,000
Front Property Exercise Consideration described in Section 2.7.2 of the Option Agreement	\$75,000
Total	\$132,114

(b) Agency Loan Advances. The Developer shall use proceeds of the Agency Loan only for the following purposes, and in the following amounts:

(i) Payoff of Equity Preservation Loan 2 in the amount of \$1,417,825 plus interest accrued thereon to date and, at Agency's option, closing costs related thereto;

(ii) Payoff of the then outstanding balance of the Predevelopment Loan;

(iii) Payment of additional predevelopment costs, including costs of architecture, engineering, property repair, tenant relocation, and environmental audit services;

(iv) Payment of CTCAC Fees and Local Permits and Fees; and

(v) Payoff of portions of either or both Heritage Bank Loan or Equity Preservation Loan 1.

The Agency's Executive Director, at its sole discretion, shall have the authority to approve modifications to the uses of Agency Loan funds.

3. Time of Disbursement of Funds

(a) The Agency has heretofore disbursed the sum of \$132,114 for the items described in section 2; \$9,165 for payment of CTCAC fees, and \$4,943 for payment of local permits and fees. Therefore, of the Agency Loan funds there remains to be disbursed \$1,753,778. Until the Closing Date, the Developer may continue to request disbursement of the remaining undisbursed balance of the Predevelopment Loan.

(b) Concurrently with the satisfaction of the conditions described in section 4, the Agency shall authorize the disbursal of the advance described in subsection 2(b)(i) to the payee of the Equity Preservation Loan 2, and shall apply the advance as described in subsection 2(b)(ii).

(c) Upon request by the Developer, the Agency shall disburse, to the payees thereof, the remainder of the Agency Loan proceeds for the uses described in subsections 2(b)(iii) and 2(b)(v) upon receipt of proof satisfactory to the Agency of the application of the funds for the purposes set forth therein, provided that all conditions described in Section 3 continue to be satisfied and provided that the Executive Director is satisfied, in his or her sole discretion, that the Project is proceeding in a timely manner.

4. Conditions to Disbursement of Proceeds of the Agency Loan. The Agency's obligations to advance any proceeds of the Agency Loan or to take any other action under the Loan Documents (as hereinafter defined) shall be subject to the satisfaction or waiver of the following conditions precedent. The Executive Director of the Agency is authorized to waive any of the conditions, subject to the provisions of Section 31 hereof:

(a) The Developer shall have executed and delivered to the Agency the Promissory Note, the Deed of Trust, the Financing Statements, the Regulatory Agreement, and the Environmental Indemnity Agreement;

(b) The Deed of Trust and the Regulatory Agreement shall have been recorded in Official Records of the Office of the Recorder of Santa Clara County;

(c) The Developer shall have delivered to the Agency an "LP-10" ALTA Lender's Extended Coverage Policy of Title Insurance satisfactory to the Agency in its reasonable discretion, with such endorsements as the Agency shall reasonably request, with coverage equal to the principal amount of the Agency Loan (including any capitalized interest), insuring the Agency that the Deed of Trust and the Regulatory Agreement are liens and charges against the Property free and clear of all liens, encumbrances, covenants, conditions, restrictions and other exceptions of record excepting only those exceptions described in section 6 below, and such other matters as may be approved by the Agency's Executive Director. The title policy shall be issued by a title company reasonably satisfactory to the Agency and contain such terms as the Agency and its counsel deems acceptable in its reasonable discretion;

(d) The Developer shall have concurrently closed the Construction Loan and the Agency shall have approved the terms and conditions to disbursement of the proceeds thereof;

(e) The Developer shall have provided to the Agency certificates of insurance (or copies of the insurance policies) as set forth in section 21 hereof;

(f) No Event of Default (as defined in section 20(a)) by the Developer of its obligations hereunder to the Agency shall have occurred, and shall be continuing, and there shall exist no event, omission or failure of condition which would constitute an Event of Default after notice or passage of time, or both;

(g) The Agency shall have approved the Preliminary Plans, which approval shall not unreasonably be withheld, a preliminary Construction Budget and a Schedule of Values/Cost Breakdown (the "Budgets") reasonably acceptable to the Agency, and a preliminary construction schedule in form satisfactory to the Agency showing estimated dates of the initiation and completion of each major phase of the construction;

(h) The estimated cost of completing the Project as set forth in the Sources and Uses of Funds shall not exceed the remaining amounts available therefor.

(i) The Agency has received a current Phase I environmental report on the Property made by an independent environmental consultant indicating that there are no hazardous or toxic materials on the Property (including asbestos or lead based paint), or if there are, the Developer shall have provided to the Agency a remediation plan, and otherwise indicating that the Property is in compliance with all federal, state, and local environmental laws, rules and regulations and otherwise in form, scope and substance reasonably satisfactory to the Agency;

(j) The Agency has received from the Developer an independent appraisal reasonably satisfactory to the Agency with a current certificate by an appraiser stating his or her appraisal of the Property;

(k) The Agency shall have received evidence reasonably satisfactory to the Agency that the present and contemplated uses of the Property are in compliance with all zoning and other laws, rules, regulations, ordinances and restrictions affecting the Property, and is not a non-conforming use.

(l) The Developer shall have provided the Agency with evidence reasonably satisfactory to the Agency that the Developer has the due authority to execute and deliver all of the contracts, entered into by the Developer in connection with the Project, including, without limitation, the Loan Documents. Such evidence shall include, without limitation, partnership agreements, certificates of limited partnership, articles of incorporation, by-laws, and resolutions of the Developer, as well as good standing certificates issued by the California Secretary of State;

(m) The Agency shall have received financial statements, supporting schedules and such other unaudited and audited financial data as the Agency may reasonably require with respect to the Property and the financial condition of the Developer, in form and content reasonably satisfactory to the Agency;

(n) The Agency shall have performed such due diligence as the Agency deem reasonably necessary, and shall have received such information about the Developer and the Property and such other documents, instruments, certificates and approvals as the Agency may reasonably request which are consistent with the terms of this Agreement and the standards of prudent investment fiduciaries;

(o) The Agency shall have received an affidavit of the Developer stating that there is no litigation pending or, to the best of the Developer's knowledge, threatened against the Developer which would materially interfere with or materially and adversely affect the financial condition of the Developer;

(p) The Agency shall have received an opinion from the Developer's counsel, in a form and substance acceptable to the Agency, with respect to such matters as shall reasonably be requested by the Agency.

(q) The Developer shall have submitted to the Agency, and the Agency shall have approved, a management plan or agreement in respect of the Property (the "Management Plan"). The Management Plan shall be consistent with the terms and conditions of the Regulatory Agreement and shall include: the tenant selection criteria; procedures for tenant selection and the establishment and maintenance of waiting lists; the form of lease and rental agreement; a copy of the house and ground rules adopted for the Property and all policies and procedures to be used to ensure compliance with the income and any other requirements set forth as conditions for eligibility or occupancy in the Property; and shall specify Developer's advertising and related pre-leasing work;

(r) The Developer shall have delivered to the Agency such other documents and instruments as the Agency shall reasonably require; and

(s) There exists no Event of Default on the part of the Developer, nor any event, omission or failure of condition which would constitute an Event of Default after notice or lapse of time, or both.

This Agreement, together with the Promissory Note, the Deed of Trust, the Security Agreement, the Environmental Indemnity Agreement, the Management Plan, the Regulatory Agreement, the Intercreditor Agreement and any other documents executed pursuant to this Agreement, are collectively referred to herein as the "Loan Documents."

5. Repayment of Agency Loan. The Developer shall repay the Agency Loan as set forth in this section.

(a) Annual Payments. The Developer shall make annual payments ("Annual Payments") during the term of the Agency Loan equal to 100% of the "Net Cash Flow" (defined below) derived from the operation of the Project and 100% of the Net Proceeds, if any, realized during the previous year. The first Annual Payment on the Agency Loan shall be due on April 1 of the calendar year following the year in which the Certificate of Completion is issued by the City. The period covered by the first Annual Payment shall commence on the date of issuance of the Certificate of Completion through December 31 of the same calendar year. Subsequent Annual Payments shall be due on each April 1 thereafter with respect to the period of January 1 through December 31 of the preceding calendar year. Any such Annual Payments shall be applied first to accrued but unpaid interest on the Agency Loan, and the remainder, if any, shall be applied in reduction of the principal balance of the Agency Loan. The Developer shall deposit all revenues into an interest bearing account and interest earned thereon shall be added to such Net Cash Flow. The Agency shall not be entitled to receive any portion of the Net Cash Flow from the applicable portion of the Project following repayment in full of the Agency Loan and all accrued interest thereon.

(b) In the event of any Refinancing or Sale (as defined below), the Developer shall pay to Agency, and Agency shall receive, 100% of the Net Proceeds derived from such Refinancing or such Sale to the extent that the principal of the Agency Loan and all accrued but unpaid interest thereon have not previously been paid in full. Nothing contained

herein shall limit or contradict the provisions set forth in Section 17 prohibiting transfer by the Developer without the prior consent of the Agency.

(c) All interest accrued to date on the Predevelopment Loan shall be forgiven concurrently with the date of payoff of the Predevelopment Loan in accordance with Section 2(b)(ii), provided that there has been no default by the Developer and no act, omission or failure of conditions that, with the passage of time or notice or both, would constitute a default.

(d) Definitions. As used herein, the following terms shall have the meanings ascribed below:

(i) "Net Cash Flow" shall mean the revenues (without regard to the source) derived from the operation of the Project minus items (1) through (5) below. There shall be no other deductions from revenues in calculating Net Cash Flow for partnership management, property management, asset management, deferred developer fees, or for any other reason without prior written approval of Agency, which approval may be withheld at Agency's sole and absolute discretion.

- (1) All real estate and personal property taxes and assessments, insurance premiums and reasonable costs of maintenance, operation and management incurred by the Developer in connection with the operation and maintenance of the Project;
- (2) The costs of servicing the Permanent Loan (and any approved Refinancings thereof) or other sources of financing (other than the Agency Loan) approved by the Agency;
- (3) A property management fee retained by the Developer or the Manager in the sum not to exceed 8% of the gross revenues, for reimbursement of actual costs incurred in the supervision and oversight of the management of the Property, including without limitation overhead and administration expenses associated with leasing, maintenance, secretarial, accounting, telephone and travel services. The property management fee shall not accrue if in any year Net Cash Flow is insufficient to pay such amount;
- (4) Amounts deposited into a replacement reserve account, in a sum not to exceed \$250 per annum per residential unit; and
- (5) A Partnership management fee for payment of actual costs required and incurred in the management of the Partnership, which shall not exceed \$15,000, and which shall not accrue if in any year Net Cash Flow is insufficient to pay such amount.

(ii) "Net Proceeds" with respect to any Refinancing shall mean (A) any and all proceeds, credits, offsets and allowances directly or indirectly received by or allowed to Developer from or by any source in any way, relating to any Refinancing, minus (B) the sum of (I) Deductible Expenses relating to such Refinancing, and (II) the sum of principal and interest paid with respect to the Permanent Loan and the AHP Loan. The term "Net Proceeds" with respect to any Sale shall mean (A) the Gross Sales Proceeds, minus (B) the sum of (I) Deductible Expenses relating to such Sale, and (II) the sum of principal and interest paid with respect to any and all loans, including the Permanent Loan and the AHP Loan.

(iii) "Gross Sales Proceeds" shall mean in the case of a Sale, the gross sales consideration (adjusted for customary prorations and security deposit credits) realized from the Sale; provided, however, that if the Sale involves any seller financing, then the portion of such Gross Sales Proceeds from such Sale which are attributable to payments under such seller financing shall be paid to Agency only as and if Developer actually receives such payments. Agency agrees that Developer shall not be responsible for any portion of the Gross Sales Proceeds which might otherwise be attributable to any payment made pursuant to the terms of any purchase money financing until and unless Developer actually receives such payment.

(iv) "Deductible Expenses" shall mean reasonable, customary and usual expenses actually paid by or on behalf of Developer in connection with any Refinancing or Sale, including, without limitation, reasonable (A) mortgage brokerage or sale commissions, (B) legal fees, (C) title insurance and survey fees, (D) escrow fees, (E) transfer and recording taxes and fees, (F) loan commitment fees, (G) points and/or (H) prepayment penalties.

(v) "Refinancing" shall mean any act or process by which Developer borrows any funds, credit or allowance, repayment or reimbursement of which is secured in whole or in part by Developer's interest in the Property or the Project, or by any direct or indirect interest in Developer. Refinancing shall include any so-called "convertible mortgage," pursuant to which any person or entity receives an option or right to acquire any interest in the Property, the Project, or Developer's interest therein in lieu of repayment. Refinancing shall not include (A) any Sale or other transfer of all or any part of the Property, the Project, Developer's interest in any of the foregoing, or any interest in Developer or any partner of Developer (including any transfer of limited partnership interests or transfers to facilitate the syndication of interests in Developer or the Project), or (B) the conversion of the Construction Loan to the Term Loan.

(vi) "Sale" shall mean any sale, land sale contract, ground lease or any transfer of fee title to all or any part of the Property or the Project, or a transfer of a majority of the economic interests in the Developer; provided, however, the term Sale shall not include (i) encumbrance of the Property pursuant to the Senior Lender financing, the HOME Loan, or the AHP Loan or any Refinancing thereof, or (ii) any transfer of limited

partnership interests or transfers to facilitate the syndication of interests in Developer or the Project.

6. Title Insurance. The recordation of the Deed of Trust and the Regulatory Agreement shall occur on or before December 23, 1999 (the "Closing" or the "Closing Date"). The Developer covenants that at the Closing Date it will be the owner of fee title to the Property. On the Closing Date, and as a condition of the Agency's obligation to originate the Agency Loan, the Property shall be encumbered only by the following, in the following order of priority:

(a) Current real property taxes and assessments, not yet due and payable,

(b) Exception Nos. 3, 4, 5, 6, 7, 9 and 10, as shown on the preliminary report issued by Commonwealth Land Title Company (the "Title Company"), Order No. 67700411-C, dated as of July 14, 1999, and a deed of trust securing the Construction Loan. As a condition precedent to the Agency's delivery of any Agency Loan funds, the Developer shall deliver to the Agency an LP-10 ALTA Lender's Policy of Title Insurance Form B-1970, if available (and if unavailable, then form B-1987) together with such endorsements as shall be required by the Agency, from the Title Company, insuring that fee title to the Property is vested in the Developer and insuring the priority of the Deed of Trust and the Regulatory Agreement, prior and superior to all liens and encumbrances other than the matters described in clauses (i) and (ii) of subsection (b) of this section.

7. Subordination; Further Encumbrance.

(a) The Agency's Executive Director is authorized, in his or her sole and absolute discretion, to consent to subordination of the Deed of Trust and Regulatory Agreement to liens securing the Permanent Loan; provided that the Developer is not in default hereunder, and only if the Executive Director approves all other aspects of the Project, in accordance with Section 8, including, without limitation, the terms of all other financing for the Project, including the Construction Loan and the Permanent Loan, which approval may be withheld in the Executive Director's sole and absolute discretion.

(b) The Executive Director may agree to the encumbrance of the Property by liens securing the AHP Loan and the HOME Loan, provided that the Executive Director approves all the terms of same, which approval may be withheld in the Executive Director's sole and absolute discretion, and further provided that same shall be subordinate to the Deed of Trust, the Environmental Indemnity, and the Regulatory Agreement.

8. Approval of Project. In addition to all other provisions in this Loan Agreement providing for Agency approvals, the Agency shall have the right to review and approve, which approval may be withheld at the Agency's sole and absolute discretion: the terms of all other Project financing; the terms of an intercreditor agreement (the "Intercreditor Agreement") between the Agency, the County, Bay View Bank, and the Senior Lender concerning the

management of the various loans to finance the Project; annual operating budgets for the Project; the terms of the Partnership, including net pay-in, project costs and reserve requirements; all plans and/or designs and any changes thereto, and the Construction Contract. The Developer shall provide to Agency a copy of all requests for draws on the proceeds of the Construction Loan, the AHP Loan, and the HOME Loan, and all documents underlying the requests, at the same time the request is submitted to the disbursing lender.

9. Schedule of Performance. The Developer shall complete the Improvements in accordance with the approved construction schedule approved by the Agency as provided in section 4(h), above. All conditions precedent to the funding of the LIHTC Equity Funds, the HOME Loan and the AHP Loan shall occur by March 15, 2000. The Developer shall obtain the Agency's approval of any of the matters described herein for which the Agency's approval is required within such time as the Agency reasonably believes necessary in order to timely complete the Project. Subject to Force Majeure Delays (as defined in section 20(a)(vi)) the Developer agrees to commence construction of the Project on or before March 15, 2000, and to diligently pursue completion of same with reasonable speed and in a skilled manner substantially in accordance with the plans approved by the Agency, and with all requirements of all governmental authorities having or asserting jurisdiction, and will pay the cost thereof; in any event, subject to Force Majeure Delays (not cumulatively exceeding 90 days), the Developer shall cause all Improvements to be completed by September 30, 2001. For purposes hereof, all the work shall be deemed "completed" when the Improvements have been completed substantially in accordance with the plans as approved by the Agency, and a valid notice of completion has been recorded by the Developer, all mechanic's liens, if any, have been discharged or bonded, and the Agency has issued the Certificate of Completion. If there is any difference between any governmental requirements and the plans, then the requirements of whichever thereof are the higher shall be met in construction of the Improvements. The Developer, or any general contractor or construction manager executing or acknowledging this Agreement shall notify the Agency at least one week prior to the initiation of construction as set forth on the construction schedule furnished to the Agency pursuant to section 4(h). Free Capital Contribution of the

10. Developer's Obligation to Clear Commercial Site. Within 5 years after the recordation of the notice of completion in accordance with Section 9, the Developer shall have razed the existing improvements on the commercial portion of the Property (which is designated "Lot 8" on the Exhibit 1); provided that if any building on Lot 8 is vacated by the tenant currently occupying it, the Developer will immediately raze the vacated building.

11. Developer's Covenants, Warranties and Representations. The Developer makes the following covenants, representations and warranties as of the date of this Agreement and agrees that such representations and warranties shall survive the Closing and continue thereafter:

(a) Use of the Property. In accordance with the Regulatory Agreement, the Developer shall lease at least 39 apartment units on the Property only to persons or families that, at the time of their initial occupancy, are of very low income (as

defined in Health and Safety Code Section 50105) and the remaining units (except the manager's unit) only to persons or families that, at the time of their initial occupancy, are of lower income (as defined in Health and Safety Code Section 50079.5). Units currently occupied by persons or families with incomes exceeding lower income may continue to be occupied by those tenants until the tenants vacate those units. The Developer shall not charge rents that exceed an "affordable rent," as defined in California Health and Safety Code Section 50053, as amended from time to time. To the extent allowed by law, preference in rental of apartment units on the Property shall be given to persons who have been working or residing within the City for at least one year.

(b) Authority. The Developer has complied with all laws and regulations concerning its organization, existence and transaction of business. The Developer has the right and power to own and rehabilitate the Property, and the improvements thereon as contemplated in the Loan Documents. The Developer has, or at all appropriate times shall have, properly obtained all permits, licenses and approvals necessary to construct, rehabilitate, occupy, operate and lease the Project, and in so doing has, or shall have (as appropriate), substantially complied with the plans approved by the Agency, and all other applicable statutes, laws, regulations and ordinances.

(c) Enforceability. The Developer has full right, power and authority to execute and deliver the Loan Documents and to incur the obligations of the Developer contained in the Loan Documents. The Loan Documents constitute valid and binding obligations of the Developer which are legally enforceable in accordance with their terms, subject to bankruptcy and similar rights of debtor protection.

(d) No Breach. None of the undertakings of the Developer contained in the Loan Documents materially violate any of the plans approved by the Agency or any other applicable statute, law, regulation or ordinance or any order or ruling of any court or governmental entity, or materially conflicts with, or constitutes a material breach or default under, any agreement by which the Developer is, or the Property and the improvements are, bound or regulated.

(e) Financial Information. All financial information delivered to the Agency, including, without limitation, information relating to the Developer, the Partnership, the Property, and the Improvements, are audited and fairly and accurately represents such financial condition as of the date of its preparation and has been prepared in accordance with generally accepted accounting principles consistently applied, unless otherwise noted in such information. No material adverse change in such financial condition has occurred which will materially impair the Developer's ability to perform its obligations under the Loan Documents.

(f) Proceedings. To the best of its knowledge, the Developer is not in violation of any statute, law, regulation or ordinance, or of any order of any court or governmental entity. The Developer has no knowledge of any claims, actions or proceedings pending or threatened against the Developer or affecting the Property, the improvements

thereon, or the Developer's ability to consummate this transaction, other than those disclosed to the Agency in writing.

(g) Accuracy. To the best of Developer's knowledge, all documents, reports, instruments, papers, data, information and forms of evidence delivered to the Agency with respect to the Agency Loan are accurate and correct in all material respects, are complete insofar as completeness may be necessary to give the Agency true and accurate knowledge of the subject matter thereof, and do not contain any misrepresentation or omission of a material fact. The Agency may rely on such reports, documents, instruments, papers, data, information and forms of evidence without any investigation or inquiry.

(h) Adequacy of Loans. The amounts available for acquisition and construction purposes shall not be less than the amount necessary to: (i) pay all anticipated costs to be incurred in connection with the acquisition of the Property and the completion of the Improvements in accordance with the Loan Documents, (ii) pay interest on the Construction Loan, (iii) enable the Developer to perform and satisfy all of the covenants of the Developer contained in the Loan Documents, and (iv) commence the start-up of operations of the Property, including, without limitation, the initial working capital.

(i) Utilities. All utility services including, without limit, gas, water, sewage, electrical and telephone, necessary for the construction and the occupancy of the Property, and the improvements thereon are available at or within the boundaries of the Property or all steps necessary to assure that such utility services will be available upon completion of the improvements thereon have been taken by the Developer.

(j) Impairment of Security. No materials, equipment, fixtures, carpets, appliances, or any other part of the improvements shall be purchased or installed under installment sales agreements, leases, or under other arrangements wherein the right is reserved or accrues to anyone to remove or to repossess any such items.

(k) Examination. The Developer is familiar with all of the Preliminary Plans and all governmental requirements for construction of the Project. The Improvements will in all material respects conform to and comply with the plans approved by the Agency and all governmental requirements.

(l) Formation and Organization Documents. The Developer has delivered to the Agency all formation and organizational documents of the Developer and shall deliver to the Agency all formation and organizational documents of the Partnership. All formation and organizational documents delivered to the Agency to date remain in full force and effect and have not been amended or modified since they were delivered to the Agency, except as may be delivered to the Agency from time to time. The Developer shall immediately provide the Agency with copies of any amendments or modifications of the formation or organizational documents.

(m) No Consents Required. Neither this Agreement nor anything provided to be done by the Developer hereunder violates or shall violate any contract, agreement or instrument to which the Developer is a party, or which materially and adversely affects the Property or any part thereof. The Developer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Developer, and no other action by the Developer is requisite to the valid and binding execution, delivery, and performance of this Agreement by the Developer.

(n) Tax Liability. The Developer has filed all required federal, state, county and municipal tax returns required to be filed by it, and has paid all taxes and assessments owed and payable, and the Developer has no knowledge of any basis for any additional payment with respect to any such taxes and assessments. The Developer shall pay all real and personal property taxes, assessments, and charges, and all franchise, income, unemployment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property. However, the Developer shall have the right to contest in good faith any such taxes, assessments, or charges, so long as the Developer provides the Agency with reasonable security against impairment of the Agency's security interest in the Property. If the Developer exercised its right to contest any tax, assessment, or charge against it, then upon final determination of the proceeding or contest the Developer shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

(o) ADA Compliance. The Improvements will be completed such that the Property is in compliance with Americans with Disabilities Act standards to the extent required thereby.

(p) Hazardous Materials. There are no hazardous or toxic material at actionable levels in, on or about the Property. The Developer, in its ownership and operation of the Property, shall comply with all laws, statutes, ordinances, orders, rules or regulations of any governmental entity ("Environmental Laws") concerning the use or clean-up of any hazardous or toxic materials on, in or under the Property. Developer shall hold all permits required pursuant to all Environmental Laws.

12. Construction Contract. The general building contract for the construction of the Improvements (the "Construction Contract") shall obligate a reputable and financially responsible general contractor reasonably acceptable to and reasonably approved in writing by the Agency, licensed in California, and experienced in completing the type of construction herein contemplated, to commence and complete the Improvements in accordance with this Loan Agreement and all applicable federal, state and local laws, rules and regulations. The Construction Contract shall be a stipulated sum for construction of the improvements. The Construction Contract shall provide for customary and reasonable retentions (but at least ten percent (10%)) from each progress payment (except there shall be no retention for any items excused from retention when approved by the Agency in writing in a separate document) until

the final payment. The Agency shall have the right, at the Agency's expense, at any time, including, without limitation, during construction and after completion of construction, to audit the Construction Contract and all subcontracts to insure such parties' compliance with the terms hereof, and the Developer shall insure that such Construction Contract and all subcontracts shall include a provision setting forth the Agency's audit rights. The Construction Contract and any other contracts shall also provide for a warranty satisfactory to the Agency that all Improvements shall be free from defects for a period of at least 1 year from and after the date of filing of the notice of completion, and all fixtures and other personal property installed at the Project shall be free from defects for the term provided by their manufacturer.

13. Management of Project

(a) Manager. The Project shall at all times be managed by an experienced manager (the "Manager") reasonably acceptable to the Agency, with demonstrated ability to operate residential rental properties like the Project in a manner that will provide decent, safe, and sanitary housing, all pursuant to the Management Plan. The Management Plan will be complied with for the term of the Regulatory Agreement. The Developer shall submit for the Agency's approval the identity of any proposed Manager. The Developer shall also submit such additional information about the background, experience and financial condition of any proposed Manager as is reasonably necessary for the Agency to determine whether the proposed Manager meets the standard for a qualified Manager set forth above. If the proposed Manager meets the standard for a qualified Manager set forth above, and the Agency approves the Management Plan, the Agency shall approve the proposed Manager by notifying Developer in writing. The Agency hereby acknowledges and approves the selection of South County Property Management Corporation as the initial Manager.

(b) Performance Review. The Developer shall cooperate with the Agency in an annual review of management practices, in connection with which Agency shall have the right to review and approve the annual operations and management budget; provided, however, that the Agency reserves the right to conduct reviews more frequently at its sole discretion. The purpose of each annual review will be to enable the Agency to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement.

(c) Replacement of Manager.

(i) If as a result of the annual review, the Agency determines in its reasonable judgment that the Project is not being operated and managed in accordance with any of the requirements and standards of this Agreement, the Agency shall deliver notice to the Developer of its intention to cause replacement of the Manager. Within fifteen (15) days of receipt by the Developer of such written notice, the Agency and the Developer shall meet in good faith to consider methods for improving the financial and operating status of the Project, including, without limitation, replacement of the Manager.

(ii) If, after such meeting, the Agency elects to proceed with the replacement of the Manager, the Agency shall so notify the Developer in writing within fifteen (15) days following the meeting. Thereupon, the Developer shall promptly dismiss the then Manager, and shall appoint as the Manager a person or entity meeting the standards for a Manager set forth in this section and approved by the Agency pursuant to this section. Agency shall have the right to disapprove the replacement Manager within 30 days, and in such case Developer shall promptly dismiss the replacement Manager, and further Agency may, at its option, appoint the Manager.

(iii) Any contract for the operation or management of the Project entered into by the Developer shall provide that the contract can be terminated as set forth above. Nothing contained herein shall be construed as a limitation on any other provision herein entitling Agency to replace the Manager under any other circumstances.

14. Right of Entry.

(a) In addition to the Agency's rights of access to the Property in exercising its police powers for public health and safety purposes, representatives of the Agency shall have the reasonable right of access to the Property without charges or fees, at normal construction hours during the period of construction, for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in rehabilitating the Project as provided in this Agreement; provided, that the Agency shall not unreasonably interfere with the construction or operation of the Project in conducting such inspections.

(b) If the Agency reasonably determines that the work is not in substantial conformance with the plans approved by the Agency and the terms of this Agreement, the Agency shall have the right to require Developer to correct the nonconformity within 15 calendar days from the date of Agency's notice to Developer specifying the nonconformity. Developer's failure to correct the nonconformity within such time shall constitute a default by the Developer under the terms of this Agreement; provided, however, that if the nature of the correction is such that it requires more than fifteen (15) calendar days to correct, then no default shall exist if, within such 15-day period, the Developer or the general contractor commences such correction and pursues it diligently to completion thereafter.

(c) The Developer acknowledges that the Agency is under no duty to supervise or to inspect the work of construction, the labor performed therefor, the materials used therein or any books and records, and that any inspection by the Agency of the Improvements is for the sole purpose of protecting the security of the Agency, and that such inspection is not to be construed as a representation by the Agency that there is or will be a strict compliance on the part of the Developer with the plans approved by the Agency, or that the construction is or will be free from faulty material or defective work quality. The Developer agrees that any inspection by the Agency is for the sole purpose of preserving the Agency's rights hereunder and that neither the Developer nor any other person is entitled to

rely upon the same with respect to materials, construction quality, compliance with the plans for the Project or otherwise. The Developer intends and agrees to conduct its own investigations and inspections of the construction, the labor performed and materials supplied to determine that the quality of the Project and all other requirements of the construction are being performed in a manner satisfactory to the Developer. The Developer agrees to immediately notify the Agency, in writing, should the same be materially unsatisfactory. A failure to inspect the construction of the Project, any part thereof, or any books and records relating thereto, shall not constitute a waiver of any of the Agency's rights hereunder. Inspection not followed by notice of default shall not constitute a waiver of any default then existing; nor shall it constitute an acknowledgment that there has been or will be compliance with the plans approved by the Agency or that the construction is free from defects.

15. Local, State, and Federal Laws. The Developer shall carry out the Improvements on the Property in conformity with all applicable laws, including all applicable federal and state labor standards and prevailing wage requirements.

16. City and Other Governmental Agency Permits. The Developer covenants, warrants and represents that it has secured, or will secure, any and all permits which may be required by the City or any other governmental agency required to complete the Project on the Property by January 21, 2000. Developer shall pay such fees as may be required in connection therewith if it has not done so to date.

17. Prohibition Against Transfer. The Developer shall not assign or attempt to assign this Agreement or any right herein, nor make any total or partial lease (except as provided below), sale, transfer, conveyance or assignment of the whole or any part of the Property or the improvements thereon, or encumber or hypothecate the Property without the prior written consent of the Agency, which consent may be given by Agency in its sole discretion. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the construction of the Property or to prohibit or restrict the renting for occupancy of residential units to be constructed or rehabilitated on the Property (subject to the terms of the Regulatory Agreement). Moreover, notwithstanding the foregoing, the Developer may transfer and assign its interest in this Agreement to a California limited partnership (the "Partnership") as described in the Senior Lender Commitment Letter (of which South County Housing Corporation or an affiliate of South County Housing Corporation is the sole general partner ("General Partner")), provided that the Agency approves the terms of the Partnership and the identity of the investor partner (the "Investor") which approval may be withheld in the Agency's sole and absolute discretion. In the event that the General Partner is an affiliate of South County Housing Corporation, then South County Housing Corporation shall execute a completion guaranty if required by the Agency, in a form satisfactory to the Agency (the "Completion Guaranty"). In addition, Developer may lease units within the Property (subject to the Regulatory Agreement), without first obtaining the consent of the Agency. Finally, this prohibition shall not be deemed to prevent acquisition of the Property by the General Partner upon the expiration of the 15-year tax credit compliance period. In explanation but not limitation of the foregoing, the Agency reserves the right to withhold consent to the placement of any encumbrance on the Property, whether prior to or subordinate to the Deed of Trust

and/or the Regulatory Agreement, in connection with any other financing for the Project including the sources described in Recital F above, if Agency does not approve any of the terms of such financing, which approval may be withheld in Agency's sole and absolute discretion.

18. Reports. Prior to the date the Project passes final inspection, the Developer shall deliver to the Agency a monthly report detailing the status of the Project, including percentage of completion by phase and budget category, percentage of funds expended to date, description of third party defaults, and any deviations in budget or time schedules. The Developer shall also deliver reports to the Agency without the Agency's prior request any time following third party defaults and other material matters which might or could either materially delay construction of the Project or materially increase the cost thereof.

19. Construction Responsibilities. The Developer shall construct and rehabilitate the Project in a quality manner substantially according to the Preliminary Plans and the plans approved by the Agency and the recommendations of any soils or engineering report approved by the Agency. The Developer shall comply with all applicable laws, ordinances, rules, regulations, building restrictions, recorded covenants and restrictions, and requirements of all regulatory authorities having jurisdiction over the Property or the improvements. The Developer shall be solely responsible for all aspects of the Developer's business and conduct in connection with the Property and Improvements, including, without limitation, the quality and suitability of the plans for the Project and their compliance with all governmental requirements and the Loan Documents, the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors, material suppliers, consultants and property managers, the accuracy of all applications for payment and Loan Draw Requests, and the proper application of all disbursements. The Agency is not obligated to supervise, inspect or inform the Developer or any third party of any aspect of the Improvements or any matter referred to above.

20. Default.

(a) Events of Default. The occurrence of any of the following shall constitute an event of default ("Event of Default"):

(i) The Developer's failure to make any payment hereunder or under the Promissory Note when due, or the Developer's failure to perform any other obligation for the payment of money under any Loan Document, provided such failure under this subsection 20(a)(i) is not cured within ten (10) days after the Agency give the Developer written notice of such failure; or

(ii) The filing with the Agency of a bonded stop notice or the recording of a mechanic's lien pursuant to Title 15, Part 4, Division 3 of the Civil Code of the State of California relating to works of improvement upon real property, and the Developer's failure to cause such notice or lien to be released (by bond or otherwise) within forty-five (45) days of the Developer's or the Agency's receipt of a copy of same; or

(iii) The Developer's failure to perform any other obligation (other than obligations described in subsections (i) and (ii), above) under any Loan Document within the prescribed cure period for such obligation, or if no cure period is specified, within thirty (30) days after the Agency gives the Developer written notice that such obligation was not performed; provided that, if such cure cannot reasonably be effected with such 30 day period, such failure shall not be an Event of Default so long as the Developer promptly (in any event, within 30 days after such notice is given) commences cure, and thereafter diligently prosecutes such cure to completion; or

(iv) The Developer fails to obtain any of the Agency approvals referred to in this Loan Agreement; or

(v) Any representation or warranty in any Loan Document proves to have been incorrect in any material respect when made, and, if the representation can reasonably be corrected, Developer fails to correct it within thirty (30) days after the Agency gives the Developer written notice thereof; provided that, if cure cannot reasonably be effected within such 30 day period, failure to cure shall not be an Event of Default so long as the Developer promptly (in any event, within 30 days after such notice is given) commences cure, and thereafter diligently prosecutes such cure to completion; or

(vi) Work on the Project ceases for 15 consecutive days for any reason (other than governmental orders, decrees or regulations, acts of God, strikes or other causes beyond the Developer's reasonable control ("Force Majeure Delays")); or

(vii) The Developer is dissolved, liquidated or terminated, unless the Property is acquired by Developer's General Partner upon the expiration of the 15-year tax credit compliance period; or

(viii) The Developer is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or the Developer applies or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of the Developer and the appointment continues undischarged or unstayed for 90 days; or the Developer institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, construction or similar proceeding relating to it or any part of its property; or any similar proceeding is instituted without the consent of the Developer and continues undismissed or unstayed for 90 days; or

(ix) Any material default or event of default on the part of the Developer occurs under any superior or inferior instrument or loan document affecting the Property following notice and an opportunity to cure as provided therein, including any other obligation of the Developer to the Agency, or any other loan which is secured by a lien encumbering the Property; or

(x) Any material adverse change in the financial condition of the Developer which the Agency reasonably believes will materially and adversely affect the Developer's obligation to perform its obligations under the Loan Documents; or

(xi) Any loss of priority or other failure of the Deed of Trust to be a valid monetary lien encumbering the Property in the following positions of priority, subject to the Agency's agreement to subordinate the Deed of Trust in accordance with Section 7(a) above: in second position only to the lien of the deed of trust securing the Heritage Bank Loan, as to Lot 5; in first position, as to Lot 6; in second position only to the lien of the deed of trust securing Equity Preservation Loan 1, as to Lots 7 and 8 (other than current, non-delinquent real property taxes and assessments); or

(xii) Discovery of significant hazardous or toxic materials that shall have a material adverse impact on the value of the Project which is not cured by Developer in a manner reasonably acceptable to the Agency; or

(xiii) Any sale or other transfer of the Property or the Project, or any portion thereof, without the Agency's prior written consent or where not specifically permitted pursuant to this Agreement.

(b) Remedies Upon Default. Upon the occurrence of any Event of Default, all sums disbursed or advanced by the Agency shall, at the option of the Agency, immediately become due and payable, and the Agency shall be released from any and all further obligations to the Developer under the terms of this Agreement, including but not limited to any obligation to advance any additional Agency Loan proceeds. The Agency shall also be entitled to all other remedies available at law or equity, including the right to foreclose the Deed of Trust, either judicially or non-judicially.

21. Insurance

(a) The Developer shall procure at its sole cost and expense, and shall keep in effect from the date of this Agreement and at all times until the end of the term, Commercial General Liability Insurance applying to the construction, use and occupancy of the Property. Such insurance shall not include any contractual limitations other than those found in a standard commercial general liability coverage form and shall not be subject to any deductible. Such coverage shall have a minimum combined single limit of liability of at least Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. All such policies shall be written to apply to all bodily injury, property damage, personal injury, and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add the Agency and its council members, board members, officers, employees and agents as additional insureds, and to provide that such coverage shall be primary and that any insurance maintained by the Agency shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Agency. The Commercial General Liability insurance shall be in force prior to release of any Agency Loan proceeds.

(b) The Developer shall also maintain Workers' Compensation insurance in accordance with California law, and an employer's liability insurance endorsement with limits of no less than \$1,000,000 each employee, \$1,000,000 each accident, and a \$1,000,000 policy limit. Any policy shall be endorsed with a waiver of subrogation clause for the Agency and its board members, officers, employees, and agents.

(c) The Developer shall obtain (or cause to be obtained) and keep in force until the Promissory Note is paid in full a standard "all risk" property policy, including, if required by the Senior Lender, broad form flood including back-up of sewers and drains and earthquake covering loss or damage to the Project, including all improvements thereon, in the amount of the full replacement value thereof, as the same may exist from time to time, but in no event less than the replacement value of all improvements at the Property, and an inflation factor endorsement and extension for increased costs of construction and demolition in an amount of no less than 10% of the replacement costs of the building and coverage for contingent liability from operation of building laws. The policy shall contain an agreed amount clause or no co-insurance equivalent waiving any co-insurance requirement. During construction, such policy shall include a course of construction endorsement. The Agency shall be named as a mortgagee/loss payee on such policy together with Lender, as their interests may appear, and such policy shall contain a standard mortgagee clause. The Developer shall, in addition, obtain and keep in force during the Project until completion a policy of builder's risk insurance in an amount not less than the total amount of the insurable improvements being rehabilitated. If any such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and the Developer shall be liable for such deductible amount.

(d) The Developer and its contractors shall also maintain automobile liability insurance containing a \$1,000,000 combined single limit for bodily injury and property damage and covering all owned, non-owned and hired vehicles.

(e) The Developer shall also require all contractors and subcontractors to provide Commercial General Liability Insurance, applying to the construction of the Project in amount and on terms approved by the Agency.

(f) All insurance described in this section shall be endorsed to provide the Agency with 30 days' advance notice of cancellation or change in its terms.

(g) If the Developer fails or refuses to maintain insurance as required hereunder, or fails to provide the proof of insurance, the Agency shall have the right to declare this Agreement in default following provision of notice and an opportunity to cure as provided in section 20, above.

(h) The procuring of such required policies of insurance shall not be construed to limit the Developer's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said insurance policies, the Developer shall

be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement or with the use or occupancy of the Property.

(i) Insurance Policies. If the Developer shall fail to obtain any insurance required hereunder, the Agency may, at its election, after notice to the Developer, obtain such insurance, and the Developer shall reimburse the Agency for the cost thereof plus a five percent (5%) handling charge, within five (5) days following demand therefor. Insurance required hereunder shall be issued by companies reasonably satisfactory to the Agency. The Developer shall deliver to the Agency copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with mortgagee/loss payable clauses as required by this section. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to the Agency. The Developer shall, at least thirty (30) days prior to the expiration of such policies, furnish the Agency with renewals or "binders" thereof. The Developer shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this section. All policies of insurance shall name the Agency, and, at the Agency's option, any additional parties designated by the Agency, as additional insureds. All insurance required to be provided hereunder is in addition to, and not in lieu of, the indemnity provisions set forth below. All of the foregoing policies shall be written with insurance companies licensed to do business in the State of California and rated no lower than A VII in the most current edition of A.M. Best's Property Casualty Key Rating Guide.

22. Indemnity. The Agency shall in no way be liable for any acts or omissions of the Developer or the Developer's agents, contractors or any person furnishing labor and/or materials used in or related to such construction. The Developer shall indemnify, defend, protect, and hold harmless the Agency and its respective directors, officers, employees, agents, successors and assigns from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, (including attorneys' fees) arising from or in connection with, or caused by (i) any act, omission or negligence of the Developer or any of the Developer's respective contractors, licensees, invitees, agents, servants or employees, wheresoever the same may occur; (ii) any use of the Property, or any accident, injury, death or damage to any person or property occurring in, on or about the Property or any part thereof, or from the construction or use by the Developer of the Property or the Project, or from any activity, work or thing done, permitted or suffered by the Developer or its contractors, employees, servants, or invitees, in or about the Property or elsewhere to the extent not caused by the acts or omissions of the Agency; (iii) any breach or default in the performance of any obligations on the Developer's part to be performed under the terms of this Agreement, or arising from any negligence of the Developer, or any such claim or any action or proceeding brought thereon; and (iv) any failure at any time of any representations or warranties of the Developer to be true and correct; and in case any action or proceeding be brought against the Agency by reason of any such claim, the Developer, upon notice from the Agency, shall defend the same at the Developer's expense with counsel satisfactory to the Agency; provided, however, the foregoing shall not apply to the extent any such claim, loss, proceeding, damage, cause of action, liability, cost, or expense is caused by the gross negligence or willful misconduct of the Agency. The Developer, as a material part of the consideration to the Agency, hereby assumes all risk of damage to property or injury to persons

in, upon or about the Property arising from any cause whatsoever. The Developer shall immediately pay to the Agency upon demand any amounts owing under this indemnity, together with interest at the rate of 10% per annum from the date of loss by the Agency. **THE DEVELOPER'S DUTY AND OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE AGENCY SHALL SURVIVE CANCELLATION OF THE PROMISSORY NOTE AND THE RELEASE OF THE DEED OF TRUST WITH RESPECT TO CLAIMS, LOSSES, PROCEEDINGS, DAMAGES, CAUSES OF ACTION, LIABILITIES, COSTS OR EXPENSES, ACCRUING DURING THE DEVELOPER'S OWNERSHIP OF THE PROPERTY.** These provisions are in addition to, and not in lieu of, the insurance required to be provided by subsection 21 hereof.

23. Authority to File Notices. The Developer does hereby irrevocably appoint, designate, empower and authorize the Agency as its Agent, coupled with an interest, to sign and file for record any notice or written document that it may deem necessary to file or record to protect its security or interests hereunder.

24. Cessation of Work. Should work cease on the Improvements in violation of Section 20(a)(vi) hereof, specifically including stoppage by the Agency in accordance with section 14 hereof, then the Agency may, at its option, without notice, declare the Developer to be in default hereunder and/or may take possession of the Property and enter into contracts for or proceed with the finishing of the Improvements and pay the cost thereof, plus a fee of fifteen percent (15%) for supervision of construction, disbursing all or any part of the Agency Loan for such purposes. Should the cost of finishing the Improvements plus such fee amount to more than the undisbursed balance of the Agency Loan, then such additional costs may be expended by the Agency at its option, in which event it shall be considered and be an additional loan to the Developer which Developer shall repay within thirty (30) days after the completion of the Improvements, together with interest thereon at the same rate as the Agency Loan and which shall be secured by the Deed of Trust. The Developer further hereby authorizes the Agency at its option at any time, when an Event of Default occurs, either in its own name or in the name of the Developer, to do any and all the things necessary or expedient in the opinion of the Agency to secure the performance of the construction contracts and to secure the completion of the Improvements substantially in accordance with the plans approved by the Agency, and to do any and every act or thing pertaining to or arising out of the construction or completion of such improvements or any contract therefor, disbursing all or any part of the Agency Loan proceeds for such purposes. In addition to the specific rights and remedies hereinabove mentioned, the Agency shall have the right to avail itself of any other rights or remedies to which it may be entitled under any existing law or laws.

25. Certificate of Completion

(a) Upon completion of the Project, the Agency shall, upon the request of the Developer or at its own election, furnish the Developer with a certificate of completion (the "Certificate of Completion"). The Certificate of Completion shall be issued within thirty (30) days after receipt of a written request therefor by the Developer. The Agency shall not unreasonably withhold or delay the issuance of the Certificate of Completion.

(b) If the Agency refuses or fails to furnish a Certificate of Completion for the Property after written request from the Developer, the Agency shall, within thirty (30) days after receipt of such written request, provide the Developer with a written statement of the reasons the Agency refused or failed to furnish a Certificate of Completion. The statement shall also contain the Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the completion of off-site improvements or the immediate availability of specific items or materials for landscaping and/or minor "punch list" items which shall not exceed in the aggregate ten percent (10%) of the total construction cost of the Improvements, the Agency will issue its Certificate of Completion upon the posting of security in the form of a bond, or a letter of credit from a financial institution approved by Agency, or a cash deposit by the Developer or its contractor with the Agency in an amount representing the cost of the work not yet completed; provided that a Certificate of Occupancy for the Property has been provided by the City. The Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the Project required by this Agreement. After recordation of the Certificate of Completion, any party then owning or thereafter purchasing, leasing, or otherwise acquiring any interest therein shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the Regulatory Agreement and the Deed of Trust.

(c) The Certificate of Completion shall be in such form as to permit it to be recorded in the Recorder's Office of Santa Clara County.

(d) The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of an encumbrance senior to the Regulatory Agreement and/or the Deed of Trust. Such Certificate of Completion is not a "notice of completion" as referred to in Section 3093 of the California Civil Code.

26. Nondiscrimination. The Developer agrees that there shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, sexual orientation, creed, religion, ancestry, political affiliation or opinion, national origin, sex, physical condition, medical condition, pregnancy or pregnancy-related condition, or condition of physical or mental disability or other handicap, age, familial status, marital status or status with regard to public assistance in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Developer itself or any person claiming under or through the Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property.

27. Relocation. The Developer shall provide, at the Developer's cost, any relocation assistance required under the Federal Uniform Relocation Act or California Government Code section 7260, *et seq.*, in connection with this Agreement and the Project. Developer agrees to and shall indemnify, defend and hold the Agency and the City harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a

result of the claim of any person for relocation benefits alleged to result from this Agreement or the construction of the Project. The Developer shall give preference in the rental of any units to eligible households or persons displaced by Agency activity.

28. Notices. All notices, demands or other communications under this Agreement and the other Loan Documents shall be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery or by overnight courier. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight courier. Notices shall be addressed as provided in Exhibit 7 for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice.

29. General. Time is of the essence of this Agreement and of each and every provision hereof. The waiver by the Agency of any breach or default herein shall not be deemed, nor shall it constitute, a waiver of any subsequent breach or breaches. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties hereto, and there shall be no other agreement regarding the subject matter hereof unless signed in writing by the party to be charged. This Agreement is made for the sole benefit of the Developer and the Agency, as the case may require, and its successors and assigns, and no other person shall have any right of action or right to rely hereon. All covenants and agreements contained herein shall be to the benefit of the Agency, and shall be liberally interpreted to give full force and effect in view of the public purposes of the Agency Loan. Any failure or delay by the Agency in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive the Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement and the rights of the parties shall be governed by California law. The parties consent to the exclusive jurisdiction of the California Superior Court for the County of Santa Clara. The Developer agrees, for the benefit of the Agency, that if service of process upon the Developer in the State of California may not be otherwise effected, the Secretary of State of the State of California is designated as agent for the Developer, with full authority to receive such service of process on its behalf, which designation and authorization shall survive the termination hereof or the performance of all obligations hereunder. The Agency shall have the right at all reasonable times to inspect the books and records of the Developer pertaining to the Property as pertinent to the purposes of this Agreement. All of the terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Developer and the permitted successors and assignees of the Developer. Whenever the term Developer is used herein, such term shall include any other permitted successors and assignees as provided in section 17 of this Agreement.

30. Disbursements in Excess of Maximum Loan Amount. In the event the total disbursements by the Agency exceed the maximum Agency Loan amount, the total of all disbursements shall be secured by the Deed of Trust.

31. No Waiver; Remedies Cumulative. No disbursement of proceeds of the Agency Loan shall constitute a waiver of any conditions to further disbursements nor, in the event the Developer is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Agency from thereafter declaring such inability to constitute a default under this Loan Agreement. No disbursement of proceeds based upon inadequate or incorrect information shall constitute a waiver of a right to receive a refund thereof. No failure or delay on the part of the Agency in the exercise of any power, right or privilege hereunder or under any of the other Loan Documents shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement or the other Loan Documents are cumulative to and not exclusive of any rights or remedies otherwise available. The Agency's acceptance of less than the entire amount due for any payment on the Promissory Note shall not constitute a waiver by the Agency to thereafter demand the entire amount due.

32. Litigation. In the event of any dispute between the parties hereto arising out of this Loan Agreement, the non-prevailing party agrees to pay to the prevailing party all sums paid or incurred by the prevailing party as costs and expenses in the legal proceedings, including but not limited to actual attorneys' fees and costs incurred by the prevailing party.

33. Warranty Against Payment of Consideration for this Loan Agreement. The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Loan Agreement.

34. Nonliability of Officials and Employees. No member, director, officer, agent, attorney, official or employee of any of the Agency shall be personally liable to the Developer or any successors in interest in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successors or on any obligations under the terms of this Loan Agreement.

35. No Third Party Beneficiaries. This Loan Agreement is made for the sole protection of the Agency and the Developer and their respective permitted successors and assigns, and no other person or persons shall have any right of action hereon, nor should any laborer, materialman, subcontractor, or other third party rely upon the funds deposited hereunder as a source of payment for work done or labor and/or materials supplied in respect to the Improvements contemplated hereunder or otherwise, notwithstanding any representation to the contrary made by the Developer, contractor or any other person. This Loan Agreement, the Promissory Note, Deed of Trust, and the other Loan Documents, contain all of the terms and conditions agreed to by the Developer and the Agency, and no other agreement regarding the subject matter of this Loan Agreement, unless it is in writing and signed by the Agency and the Developer, shall be deemed to exist or to bind any party hereto.

36. Conflict with Regulatory Agreement. In the event of any conflict between the terms hereof, the Promissory Note, or the other Loan Documents, on the one hand, and any of the Regulatory Agreement, on the other hand, the terms of the Regulatory Agreement shall control and the Agency shall be entitled to enforce its Regulatory Agreement notwithstanding any other provision to the contrary herein or in the Loan Documents.

37. Action by the Agency. Except as may be otherwise specifically provided herein, whenever any approval, notice, consent, request, or other action by the Agency is required or permitted under this Agreement, such action may be given, made or taken by the Agency's Executive Director, or by any person who shall have been designated in writing to the Developer by the Agency's Executive Director, without further approval by the Agency Board, and any such action shall be in writing. The Agency's Executive Director is also hereby authorized, in his or her sole and absolute discretion: to approve modifications to the uses of Agency Loan funds; to make modifications to the terms of the instruments and agreements to be executed pursuant hereto (including, without limitation, the Promissory Note, the Deed of Trust, the Completion Guaranty, and the Regulatory Agreement) that the Executive Director deems necessary in order to comply with federal tax credit requirements; to take any actions and execute any documents necessary to implement this Agreement; and to approve, on behalf of the Agency, requests by the Developer for reasonable extensions of time deadlines set forth in this Agreement, provided that he or she reasonably determines that such extensions of time will not result in a delay in completion of construction beyond July 31, 2001. The Agency's Executive Director is further authorized to consent to subordination of the Deed of Trust below second position of priority, only as allowed under the California Redevelopment Law (Health and Safety Code Sections 33000, *et seq.*), which consent may be withheld in his or her sole and absolute discretion. The Agency shall not unreasonably delay in reviewing or approving or disapproving any proposal made by the Developer in connection with this Agreement. Approvals by the Agency shall not be subject to a reasonableness standard, unless specifically provided otherwise.

38. Signs. Agency may place signs satisfactory to the Developer on the Property at locations satisfactory to the Developer advising of the financing of the Project by the Agency. Agency may also make announcements regarding same through press releases to newspapers and trade publications.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

"Agency":

MORGAN HILL REDEVELOPMENT
AGENCY, a public body, corporate and politic

By: David W. [Signature] 12/20/99

Executive Director

ATTEST:

[Signature]
Agency Secretary

APPROVED AS TO FORM:

Richards, Watson & Gershon, a Professional
Corporation, Agency Special Counsel

By: [Signature]

Assistant Agency Special Counsel

"Developer":

SOUTH COUNTY HOUSING
CORPORATION, a California non-profit
corporation

By: [Signature]

DENNIS LALON
[Typed/printed name]

EXECUTIVE DIRECTOR
[Title]

By: _____

[Typed/printed name]

[Title]

ATTACHMENTS

- Exhibit 1- Legal Description of Property
- Exhibit 2- Form of Promissory Note
- Exhibit 3- Form of Deed of Trust
- Exhibit 4- Form of Environmental Indemnity
- Exhibit 5- Form of Regulatory Agreement
- Exhibit 6- Sources and Uses of Funds
- Exhibit 7- Addresses for Notices
- Exhibit 8- Form of Security Agreement

Exhibit 1

That certain real property situated in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

Lots 5, 6, 7, and 8, Map of the Mason Addition, filed April 8, 1912 in Book "N" of Maps, at Page(s) 93, Santa Clara County Records.

Assessor's Parcel Numbers: 767-09-022, 767-09-023, 767-09-024, 767-09-025

Exhibit 6

(Sources and Uses of Funds)

[To Be Provided By Developer]

17555 PEAK AVENUE MORGAN HILL CALIFORNIA 95037

RECEIVED

JAN 13 2000

January 11, 2000

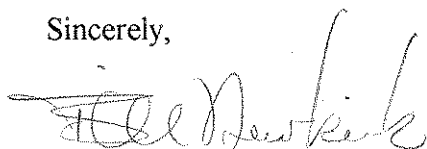
Ms. Jan Lindenthall
South County Housing Corp.
7455 Carmel Street
Gilroy, CA 95020

RE: Villa Ciolino Project, Morgan Hill CA

Dear Jan:

In reviewing the Redevelopment Agency's loan documents, I noticed that Exhibit 6 to the Loan Agreement did not get included in the final documents. I am aware that not all costs have been finalized. But I enclose the Sources and Uses which best described the project at the time of signing, and which should have been included as Exhibit 6. I apologize for the omission.

Sincerely,



Bill Newkirk
Business Assistance and
Housing Services Analyst

enclosure

Villa Ciolino
42 Family Apartments
South County Housing

Table 2.1 Sources and Uses of Funds

Sources of Funds	Terms	Amount	
Construction Loan	16 months	9.25%	5,220,000
Permanent Loan	360 months	9.00%	1,735,000
Morgan Hill RDA	360 months	4.00%	1,000,000
AHP Loan	42 7500		315,000
RDA Construction Period Deferred Interest			67,500
Income from Operations			85,257
County HOME loan			300,000
Fed/State Tax credits (LP)	0.99		4,994,188
General Partner Contribution	0.008		40,061
Total Sources of Funds			14,657,006
			23.3%

Uses of Funds	Cost	Total	Eligible Basis
Acquisition			
Land Cost or Value (incl seller int)	3,136,083		0
Legal Fees	5,000		
Off-site Improvements	382,000		
Demolition	60,000		
Title and Escrow	10,000		
Total Acquisition Cost		3,593,083	
Rehabilitation			
Site Work	0		
Structures	135,000		135,000
Total Rehabilitation		135,000	
New Construction			
Site Work - Utilities, Testing	130,000		130,000
Structures	2,857,198		2,857,198
Total New Construction		2,987,198	
Architectural Fees			
Design	243,000		
Supervision	42,000		
Total Architectural Costs		285,000	285,000
Survey and Engineering		94,000	94,000
Construction Interest and Fees			
Construction Loan Interest	446,636		366,161
Origination Fee	39,150		39,150
Construction Loan Repayment	5,220,000		
Credit Enhancement & App. Fee	0		0
RDA Pradevelopment Interest	67,500		67,500
SCH/GP Advance repayment	0		0
Construction Bond Premium	15,000		15,000
Taxes	0		0
Insurance	7,500		7,500
Title and Recording (construction loan)	10,000		10,000
Total Construction Interest and Fees		5,805,788	
Permanent Financing			
Loan Origination Fee (perm loan)	26,025		
Rate Lock Fee	8,675		
Title and Recording (Perm Loan)	10,000		
Other (perm loan)	0		
Total Permanent Financing Costs		44,700	
Legal Fees			
Lender Legal Paid by Applicant	20,000		10,000
Other Legal	50,000		5,000
Total Attorney Costs		70,000	0
Reserves			
Rent Reserves	41,881		
Other reserves	0		
Total Reserve Costs		41,881	0
Total Appraisal Costs		22,000	14,000
Total Construction Contingency costs		250,000	250,000
Other			
TCAC App/Alloc/Monitoring Fees	37,454		0
Environmental Audit	19,000		19,000
Permit Processing Fees	436,748		436,748
Capital Fees	0		0
Marketing	15,000		0
Relocation Expenses	79,404		79,404
Furnishings	0		0
Other - Contingency Soft Costs	15,000		15,000
Other Audit	8,500		0
Other - Property Maintenance	15,000		15,000
Total Other Costs		626,106	
Developer Costs			
Developer Fee	672,252		672,252
Consultant	30,000		0
Project Administration	0		0
Other - Developer Costs	0		0
Total Developer Costs		702,252	
TOTAL PROJECT COST		14,857,008	5,522,913
TOTAL PROJECT COST LESS LOAN REPAYMENT		9,437,006	
COST PER UNIT		224,691	

Number of Units	
Bdrms	# Units
1	12
2	16
3	14
4	42
Net GP	
Net Dev Fee	40,061
% of Dev Fee	6%
% of GP Capital	0.8%

Exhibit 7

Addresses for Notices

Agency:

Morgan Hill Redevelopment Agency
17555 Peak Avenue
Morgan Hill, California 95037
Attention: Executive Director
Tel: (408) 776-7373
Fax: (408) 779-3117

Copy to:

Richards, Watson & Gershon
333 South Hope Street
38th Floor
Los Angeles, California 90071
Attn.: Jeffrey Rabin
Tel.: (213) 626-8484
Fax: (213) 626-0078
e-mail: JRabin@rwglaw.com

Developer:

South County Housing Corporation
7455 Carmel Street
Gilroy, California 95020
Attention: Jan Lindenthal
Fax. No: (408) 842-0277
Tel. No.: (408) ~~842-1511~~

842-9181



FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (this "Amendment") is made and entered into as of OCTOBER 30, 2000, by and between the MORGAN HILL REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), and VILLA CIOLINO ASSOCIATES, a California limited partnership (the "Developer").

1. This Amendment is made with respect to the following facts:

a. The Agency and South County Housing Corporation, a California non-profit corporation ("SCH") entered into that certain Loan Agreement (the "Loan Agreement") dated as of December 16, 1999, pertaining to the acquisition and development of that certain real property (the "Property") located along the south side of Ciolino Avenue between Monterey Road and Del Monte Avenue in the City of Morgan Hill, California. The Loan Agreement was assigned to and assumed by the Developer pursuant to that certain Assignment, Assumption and Consent Agreement dated December 22, 1999. Notwithstanding anything to the contrary contained in the Assignment, Assumption and Consent Agreement, the obligations assigned by SCH and assumed by Developer include the Loan Agreement and all documents executed in connection with the Loan Agreement with respect to the loan from the Agency, including without limitation, the Regulatory Agreement and Deed of Trust. All capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

b. Pursuant to the Loan Agreement, the Developer agreed to acquire and make certain improvements to the Property, and the Agency agreed to make the Agency Loan in the amount of \$1,900,000 to finance a portion of the acquisition and predevelopment costs, as described in the Loan Agreement.

c. Subsequently, Developer has determined and represents and warrants to Agency that the estimated cost of completing the Project construction has increased by \$475,000.

d. The Agency desires to increase the Agency Loan amount by \$475,000 (the "Additional Agency Funds") to fund such deficiency.

e. The Developer also represents and warrants that in order for Developer to obtain the Construction Loan and the Permanent Loan described in the Loan Agreement, the Senior Lender requires that the Agency Loan be non-recourse upon completion of the Improvements.

f. Pursuant to an Inter-Creditor Agreement, dated as of December 1, 1999, by and among Agency, Developer and Bank of America, N.A., a national banking association (the "Bank"), Agency and Bank agreed to obtain the prior written consent of the other regarding any material modification of their respective Loans.

2. The Loan Agreement is hereby amended as follows:

a. The principal amount of the Agency Loan is hereby increased from \$1,900,000 to \$2,375,000.

b. The Developer shall use the Additional Agency Funds only for the construction of new structures and the uses set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Approved Uses").

c. The Agency shall disburse the Additional Agency Funds to Developer, or at Agency's option jointly to Developer and the general contractor or the applicable subcontractor(s), upon the occurrence of all of the following conditions precedent, (which supplement, are added to and made a part of the conditions precedent set out in Section 4 of the Loan Agreement):

(1) Agency's receipt of copies of the evidence submitted to Bank in satisfaction of the conditions set forth in Section 3.1 of that certain Loan Agreement dated as of December 1, 1999 by and between Developer and Bank, as it exists as of the date this Amendment is executed by the Agency (the "Senior Loan Agreement") and the conditions set forth in Sections 2.3.2 (i) - 2.3.2 (iii) of Exhibit E to the Senior Loan Agreement.

(2) Agency's receipt of a statement from Bank certifying that: (a) Bank is not aware of any condition, event, act or omission that constitutes a breach, violation or default of or under the Senior Loan Documents, or that but for the passage of time or giving of notice, or both, would constitute a breach, violation or default under the Senior Loan Documents, and (b) all conditions precedent to Bank's disbursement of the Senior Loan proceeds except disbursement of the Additional Agency Funds, have occurred. "Senior Loan Documents" shall have the meaning ascribed to the term "Loan Document" in the Senior Loan Agreement, as it may be amended from time to time.

(3) Borrower's provision to Agency of endorsements to, or a reissuance of, Agency's title insurance policy insuring lien-free completion of the Project and insuring against any potential loss of priority of the deed of trust securing the Agency Loan as a result of the Agency's loan to Borrower of the Additional Agency Funds.

(4) Agency's receipt of Bank's consent to this Loan Amendment in the form attached hereto as Exhibit B, which is incorporated herein by reference.

(5) Developer and Agency agree that the Additional Agency Funds shall be disbursed in a coordinated manner with the Senior Loan Agreement in payment for the Approved Uses. At least one week prior to scheduled monthly draw meetings between Agency, Developer and Bank required under the Senior Loan Documents, Developer shall submit copies to Agency of all Draw Requests submitted to Bank, as such are defined by and required to be submitted under the Senior Loan Documents, and such Draw Requests shall be considered draw requests for the Additional Agency Funds (the "Agency Draw Requests"). Developer and Agency agree that the Additional Agency Funds may be disbursed prior to any additional funds being disbursed under the Senior Loan Agreement. Further, Developer shall notify Agency of the time and place of all monthly draw meetings no later than at the time of the delivery of the draw packets, and shall submit to Agency copies of the minutes of all weekly construction progress meetings with the Agency Draw Requests. Agency shall have the right to approve or disapprove all Agency Draw Requests, in whole or in part, prior to disbursing the Additional Agency Funds related thereto. After the Additional Agency Funds have been disbursed pursuant to Agency Draw Requests approved and paid by Agency, Developer shall continue to provide to Agency copies of its Draw Requests submitted to Bank that relate to the Senior Loan, though at such time Agency's approvals shall be advisory only.

3. The Loan Agreement is further amended by adding thereto a new paragraph 39 to read as follows:

"39. Non-Recourse Upon Completion.

"a. Except as provided in subsection 39(b) hereof to the contrary, from and after the date on which the Agency furnishes the Certificate of Completion, the Agency shall not be entitled to obtain a personal or deficiency judgment against the Developer or any partner of the Developer for nonpayment of the principal and interest due under this Agreement or the Promissory Note.

"b. Nothing in this provision shall prejudice the rights of the Agency as against the Developer or against any other entity under any policy of insurance or other agreement which the Developer or such other entity may have given the Agency that does not create personal liability on the part of the Developer for the payment of principal and interest on this Agreement or the Promissory Note. Moreover, notwithstanding subsection (a), above, the Developer shall be fully liable to the Agency, and the Agency shall be entitled to obtain a personal or deficiency judgment in the amount of all loss and damage suffered by the Agency (including but not limited to reasonable attorneys' fees and costs), as a result of (i) the Developer's intentional fraud or intentional

misrepresentation to the Agency, (ii) misapplication or wrongful retention of rental income or casualty insurance or condemnation proceeds attributable to the Property, (iii) the Developer's removal of personal property or fixtures from the Property in violation of the provisions of the Deed of Trust, (iv) the commission of any act of deliberate waste with respect to the Property by the Developer, (v) any losses suffered or liability incurred as a result of the Developer's use of hazardous or toxic material or wastes on the Property or any losses suffered or liability incurred by the Agency due to the presence of hazardous or toxic material or wastes on the Property, (vi) the Developer's failure to pay all taxes and assessments levied against the Property, or (vii) Developer's indemnification obligations under the Environmental Indemnity Agreement or section 22 hereof."

4. Agency and Developer shall execute, and Developer shall record in the County Recorder's Office, a First Amendment to Note, Deed of Trust, and Regulatory Agreement in the form attached hereto as Exhibit C, which is incorporated herein by reference.

5. All terms and provisions of the Loan Agreement not specifically altered herein shall remain unchanged and continue in full force and effect.

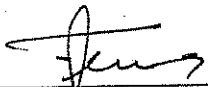
6. This Amendment may be signed in two or more counterparts. These counterparts, taken together, shall constitute a single Amendment even though two or more parties are not signatories to the same counterpart.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement
as of the day and year first above written.

"Agency":

MORGAN HILL REDEVELOPMENT
AGENCY, a public body, corporate and
politic

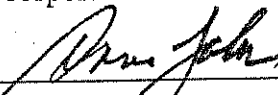
By: 
Executive Director

ATTEST:


Agency Secretary

"Developer":

VILLA CIOLINO ASSOCIATES, a
California limited partnership
By its General Partner, South County
Housing Corporation, a California non-
profit corporation

By: 
DENNIS LALOR
[Typed/printed name]

EXECUTIVE DIRECTOR
[Title]

By: _____

[Typed/printed name]

[Title]

APPROVED AS TO FORM:

Richards, Watson & Gershon, a Professional
Corporation, Agency Special Counsel

By: _____
Assistant Agency Special Counsel

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement
as of the day and year first above written.

"Agency":

MORGAN HILL REDEVELOPMENT
AGENCY, a public body, corporate and
politic

By: _____
Executive Director

ATTEST:

Agency Secretary

"Developer":

VILLA CIOLINO ASSOCIATES, a
California limited partnership
By its General Partner, South County
Housing Corporation, a California non-
profit corporation

By: _____

[Typed/printed name]

[Title]

By: _____

[Typed/printed name]

[Title]

APPROVED AS TO FORM:

Richards, Watson & Gershon, a Professional
Corporation, Agency Special Counsel

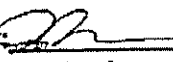
By:  _____
Assistant Agency Special Counsel

Exhibit A

Funds from the First Amendment to Loan Agreement between Morgan Hill Redevelopment Agency and Villa Ciolino Associates may be disbursed to pay for construction labor and materials installed and approved for the five new apartment buildings (pads A through E) according to approved and accepted subcontractor agreements, copies of which are on file with the Redevelopment Agency of the City of Morgan Hill.

Labor and Materials which could be included in the construction of these five buildings are:

- rough grading
- layout and trenching
- construction of concrete pad
- framing
- rough and finish plumbing
- rough and finish electrical
- insulations
- windows and doors
- finish carpentry
- roofing
- HVAC
- drywall
- cabinetry
- fixtures and appliances
- floor and window coverings
- paint and other finishes

The above list is not exclusive. Other items may be added with approval and verification by the Redevelopment Agency.

Exhibit B

CONSENT OF BANK OF AMERICA, N.A.

Pursuant to an Inter-Creditor Agreement (the "Agreement"), dated as of December 1, 1999, by and among MORGAN HILL REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency"), VILLA CIOLINO ASSOCIATES, a California limited partnership (the "Developer") and BANK OF AMERICA, N.A., a national banking association (the "Bank"), Agency and Bank agreed to obtain the prior written consent of the other regarding any material modification of their respective loans as described in the Agreement. By the signature of its authorized representative below, Bank hereby consents to the increase in the principal amount of the Co-Construction Loan (as defined in the Agreement) from \$1,900,000.00 to \$2,375,000.00, pursuant to the terms and conditions of that certain First Amendment to Loan Agreement between Agency and Developer, dated as of OCTOBER 30, 2000.

WITNESS the signature of the authorized representative of Bank as of the date indicated below.

BANK OF AMERICA, N.A., a national
banking association

By 

Title: Vice President

Date: 9/29/00

Address:

Bank of America, N.A.
Loan Administration Unit #CA5-514-01-13
485 California Street
San Francisco, CA 94104
Attention: Georgia Martin



January 5, 2022

Rebecca Garcia
Housing Manager
17575 Peak Ave
Morgan Hill, CA 95037

**Re: Villa Ciolino Associates
Villa Ciolino Apartments
2020 Annual Payment from Surplus Cash**

Dear Ms. Garcia,

Villa Ciolino Associates (the "Partnership") is the owner of Villa Ciolino Apartments, a 42-unit affordable housing complex for families originally built in 2001 located at 80 Ciolino Avenue Morgan Hill, CA 95037 (the "Property"). Eden Housing is the sponsor, developer, and property manager of the Property.

The Partnership has a loan from the City of Morgan Hill in the principal amount of \$2,375,000 which bears a 4% simple interest with payments made from excess/distributable cash.

The Property currently has an extensive list of urgent capital needs, including but not limited to:

- Extensive dry rot on deck landings & staircases
- Exterior painting

The Property currently has approximately \$235,537 replacement reserves but the dry rot repairs are estimated to cost \$100,000 and the exterior paint is estimated to cost \$150,000.

Therefore, we respectfully request the City of Morgan Hill for the following:

- A waiver of the 2020 annual payment from surplus cash of \$44,777 due to the City (Eden Housing has waived distributions from surplus cash owed to Eden Housing since 2020 to support the Property)

We thank you for your continued partnership. Should you have any questions, please contact Anais Broer at (510) 461-4259 or via e-mail at anais.broer@edenhousing.org.

Sincerely,

Anais Broer-Burton
Asset Manager

22645 Grand Street | Hayward, CA 94541 | Tel: 510-582-1460 | edenhousing.org



Broker License No. 872400

